1 Honorable James L. Robart 2 3 UNITED STATES DISTRICT COURT 4 WESTERN DISTRICT OF WASHINGTON AT SEATTLE 5 SEATTLE METROPOLITANS HOCKEY 6 LLC, a Washington limited liability company, Civil Action No. 2:23-cv-1989JLR 7 Plaintiff, ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT AND v. 8 **COUNTERCLAIMS** SEATTLE HOCKEY PARTNERS LLC, a Delaware limited liability company, 10 Defendant. 11 12 Defendant Seattle Hockey Partners LLC ("Defendant") hereby responds to Plaintiff Seattle Metropolitans Hockey LLC's First Amended Complaint by filing this Answer and related 13 14 Counterclaims. To the extent that any allegation in the Complaint is not specifically admitted, the 15 allegation is denied. Defendant answers the corresponding numbered paragraphs of the Complaint 16 as follows: T. 17 NATURE OF THE ACTION 1. This is an action for injunctive relief and monetary damages arising 18 out of Defendant's unauthorized use of Seattle Metropolitans' famous "S" logo and 19 20 SEATTLE METROPOLITANS word trademarks and trade dress in association 21 with apparel, hockey paraphernalia, organizing, arranging and conducting ice 22 hockey games, fundraising services for youth hockey programs and skating rinks, museum and display services pertaining to an historical Seattle professional ice hockey team, and other hockey-23 24 related services, resulting in infringement of Seattle Metropolitans' rights, as well as federal and ANSWER TO FIRST AMENDED COMPLAINT Davis Wright Tremaine LLP AND COUNTERCLAIMS (2:23-cv-1989JLR) - 1

1	state unfair competition based on the manner in which Defendant has misled the public regarding
2	the source for products and related services, and unjust enrichment.
3	ANSWER: Defendant admits that Plaintiff has filed an action for injunctive relief
4	and monetary damages raising claims of federal and common law trademark infringement,
5	false designation of origin and unfair competition, violations of Washington's Consumer
6	Protection Act, and unjust enrichment. The remaining allegations in Paragraph 1 state
7	legal conclusions to which no response is required. To the extent a response is required,
8	Defendant denies the allegations contained in Paragraph 1.
9	II. PARTIES
10	2. Plaintiff Seattle Metropolitans is a Washington limited liability company having
11	its principal place of business in Bellevue, Washington.
12	ANSWER: Defendant lacks sufficient information to admit or deny and on that
13	basis denies the allegations in Paragraph 2.
14	3. Defendant Seattle Hockey Partners LLC is a Delaware limited liability company
15	with a principal place of business at 10601 Fifth Avenue, Suite 100, Seattle, Washington 98125,
16	and a registered agent as follows: CT Corporation System, 711 Capitol Way S., Suite 204,
17	Olympia, Washington 98501. On information and belief, Defendant is owned, controlled and/or
18	managed by various other entities and individuals including Slapshot LLC, FW-Puck LLC,
19	David Bonderman, Jerry Bruckheimer and Tod Leiweke.
20	ANSWER: Admitted.
21	III. JURISDICTION AND VENUE
22	4. This action arises, in part, under the trademark laws of the United States of
23	America, 15 U.S.C. § 1051 et seq. Jurisdiction over the trademark infringement, false
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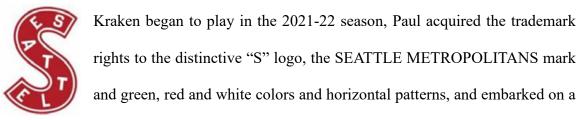
1	designation of origin and federal unfair competition claims is conferred upon this Court by 28
2	U.S.C. §§ 1331 and 1338. Supplemental jurisdiction is conferred upon this Court over the related
3	state claims as they are derived from a common nucleus of operative fact that form part of the
4	same case or controversy. 28 U.S.C. § 1367(a). The amount in controversy exceeds \$75,000
5	exclusive of interest and costs.
6	ANSWER: Paragraph 4 states a legal conclusion to which no response is required.
7	To the extent a response is required, Defendant does not dispute that this Court has subject
8	matter jurisdiction over this action.
9	5. Personal jurisdiction and venue are proper in this Court pursuant to 28 U.S.C.
10	§ 1391. This Court has personal jurisdiction over Defendant and over the subject matter of this
11	dispute and venue is proper in this Court because the matters giving rise to this complaint occurred
12	in King County, all parties transact business in King County, and all parties have an office for the
13	transaction of business in King County. Accordingly, Defendant maintains minimum contacts with
14	Washington and this District that are more than sufficient to subject Defendant to service of process
15	in compliance with due process of law.
16	ANSWER: Paragraph 5 states a legal conclusion to which no response is required. To
17	the extent a response is required, Defendant does not dispute that this Court has personal
18	jurisdiction over Defendant or that venue is proper in this District.
19	IV. FACTUAL ALLEGATIONS
20	A. Seattle Metropolitans' Business and Trademark Rights
21	6. Seattle Metropolitans was formed in 2021 to continue and expand the life-long
22	passion of its founder and sole member Paul Kim. Paul grew up in Seoul, South Korea. He had
23	asthma, and his mother wanted him to find something to play away from dirt and pollen, and his

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cousin played hockey. When he saw his first game, he fell in love. He played hockey in Seoul from ages 8 to 10, then the family moved to the Seattle area, where he continued to play, eventually with the Sno-King Amateur Hockey Association and at Western Washington University. While he was trying to learn English, his teacher gave him a book about Seattle hockey history, where he learned how Seattle Metropolitans of the Pacific Coast Hockey Association won the Stanley Cup in 1917 when it defeated the Montreal Canadians of the National Hockey Association 3-1 in a best-of-five series in Seattle to become the first American team to win the Cup.

ANSWER: Defendant admits the historic Seattle Metropolitans hockey team won the 1917 Stanley Cup. Defendant lacks sufficient information to admit or deny the other allegations in Paragraph 6 and on that basis denies the allegations in Paragraph 6.

7. Towards the end of college, Paul decided that he wanted to do something involving his passion—hockey. He realized the 100th anniversary of the founding of Seattle Metropolitans was coming up in 2015 and found nothing arranged for its commemoration. In 2014, long before the NHL approved Seattle's expansion team in late 2018 or the Seattle



quest to revive the memory of Seattle's championship hockey team.

ANSWER: Defendant admits that the NHL approved Seattle's expansion team in 2018 and that 2021–2022 was the Seattle Kraken's first season. Defendant lacks sufficient information to admit or deny the other allegations in Paragraph 7 and on that basis denies the other allegations in Paragraph 7.

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8. Paul immediately began the process of perfecting his rights, filing for and eventually obtaining federal trademark registration of the "S" logo and word marks used for apparel, hockey paraphernalia, and hockey-related services as follows:

Mark	Reg No.	Date	Goods/Services
	4928419	29 Mar 2016	Cl. 25: Baseball caps and hats; Beanies; Pants; Shirts; Sleepwear; Socks; Sports jerseys; Sweat pants; Sweat shirts; Sweaters
SEATTLE METROPOLITANS	5103397	20 Dec 2016	Cl. 25: Baseball caps and hats; Beanies; Pants; Shirts; Sleepwear; Socks; Sports jerseys; Sweat pants; Sweat shirts; Sweaters
SEATTLE METROPOLITANS	6777676	5 Jul 2022	Cl. 36: Fundraising services by means of organizing, arranging and conducting fundraising events to benefit failing local small businesses, and fundraising services by means of raising funds for youth hockey programs and skating rinks. Cl. 41: Museum services, namely, display of memorabilia and artifacts pertaining to an historical Seattle professional ice hockey team, and providing a website featuring information regarding the history of this ice hockey team; conducting guided walking tours of a city and its landmarks; and organizing, arranging, and conducting of ice hockey games.

The U.S. registrations for the "S" logo and word mark for apparel are incontestable, confirming their validity and strength. Seattle Metropolitans is also the owner of the following pending trademark application for the "S" logo:

Mark	Ser. No.	Date	Goods/Services
	98331136	26 Dec 2023	Cl. 41: Museum services, namely, display of memorabilia and artifacts pertaining to an historical Seattle professional ice hockey team, and providing a website featuring information regarding the history of this ice hockey team; conducting guided walking tours of a city and its landmarks; and organizing, arranging, and conducting of ice hockey games

ANSWER: Defendant admits that records of the U.S. Patent and Trademark Office ("Trademark Office") list Plaintiff as owner of Registration No. 4928419 for the "S SEATTLE" logo, which issued on March 29, 2016, and that this registration extends only to goods and services in International Class 25, specifically baseball caps and hats, beanies, pants, shirts, sleepwear, socks, sports jerseys, sweat pants, sweat shirts, and sweaters. Defendant admits that Trademark Office records list Plaintiff as owner of Registration No. 5103397 for the "Seattle Metropolitans" word mark, which issued on December 20, 2016, and that this registration extends only to goods and services in International Class 25, specifically baseball caps and hats, beanies, pants, shirts, sleepwear, socks, sports jerseys, sweat pants, sweat shirts, and sweaters. Defendant admits that Trademark Office records list Plaintiff as owner of Registration No. 6777676 for the "Seattle Metropolitans" word mark, which issued on July 5, 2022, and that this registration extends only to the services recited in International Classes 36 and 41. Defendant admits that Plaintiff filed an application register the "S SEATTLE" logo on December 26, 2023 for the recited services in International Class 41. Defendant lacks sufficient information to admit or deny the remaining allegations in Paragraph 8 and on that basis denies the same.

9. Paul also promptly began acquiring significant common law rights based on substantial promotion, marketing and sales of apparel and hockey paraphernalia, and organizing, arranging and conducting ice hockey games and providing fundraising services for youth hockey programs and skating rinks and museum and display services pertaining to an historical Seattle professional ice hockey team—Seattle Metropolitans—and other hockey-related services throughout the Puget Sound, across the United States and to many parts of the world. As reported in the Puget Sound Business Journal in its June 16, 2017 article, by then Paul was marketing and selling "S" logo and word mark hats, T-shirts, jerseys and hockey paraphernalia online to the world as well as through seven sporting goods stores, arena pro shops and at tables set up at youth hockey tournaments across the Washington State, which sales were

successful, according to Play it Again Sports in Lynnwood, Washington. (https://www.bizjournals.com/seattle/news/2017/06/16/make-seattle-skate-again.html).



<u>ANSWER</u>: Defendant lacks sufficient information to admit or deny and on that basis denies the allegations in Paragraph 9.

10. For more than eight years, since 2015, Seattle Metropolitans (or its predecessor) have sold or licensed more than ten thousand branded products resulting in more than a hundred thousand dollars in sales across the state, country and world. Branded products include jerseys, T-shirts, sweatshirts, hats, beanies, pants, shoes, socks, masks, banners, and stickers, as well as a variety of types of hockey paraphernalia. Below are just a few examples.





<u>ANSWER</u>: Defendant lacks sufficient information to admit or deny and on that basis denies the allegations in Paragraph 10.

11. Branded products have continuously been marketed and sold at both retail and wholesale at a variety of online outlets, for example www.seattle-metropolitans.com via resell on Amazon and eBay, as well as at many brick and mortar retailers via their corresponding online

portals, including: Play it Again Sports, Hockey Source, Hockey Wolf, Elevate Sporting, Simply Seattle, Pro Image, and most Bartell Drugs, along with the majority of ice hockey specific stores in Washington. ANSWER: Defendant lacks sufficient information to admit or deny and on that basis denies the allegations in Paragraph 11. 12. Seattle Metropolitans has marketed throughout the world and has sold branded products into at least 34 U.S. states as well as in other countries. ANSWER: Defendant lacks sufficient information to admit or deny and on that basis denies the allegations in Paragraph 12. 13. Seattle Metropolitans have multiple licensees, including Strideline, Ruffneck Scarves, Alexander Global, Simply Seattle, Ebbets Field, Bench Clearers, Hockey Wolf, and Seattle Junior Metropolitans Youth Hockey. **ANSWER: Defendant lacks sufficient** information to admit or deny and on that basis denies the allegations in Paragraph 13. 14. Seattle Metropolitans have organized, arranged and conducted ice hockey games through in Pacific Northwest and sponsored or assisted many regional hockey programs while promoting its "S" logo and SEATTLE

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METROPOLITANS brands. Between 2015 and 2022, Seattle Metropolitans promoted many ticketed hockey events that were attended by thousands (and viewed by likely tens of thousands) and generated hundreds of thousands of dollars for

local and regional hockey programs. These events were often conducted in association with the Hockey Hall of Fame, which recognized Seattle Metropolitans' unique position as owner of the famous brand and hockey legacy. These events received substantial local and national press and media coverage, including from such outlets as the New York Times, Sports Illustrated, ESPN, King5, Komo4, Fox13, Seattle Times, Golfers Digest, and more, exposing millions of people to Seattle Metropolitans brands. Seattle Metropolitans has licensed the Seattle Junior Metropolitans (fka the Seattle Junior Admirals), the original youth hockey association for kids living in Settle-Mukilteo for the past 50 years, to the benefit of roughly 700 families in that area.

<u>ANSWER</u>: Defendant lacks sufficient information to admit or deny and on that basis denies the allegations in Paragraph 14.

15. Based on Seattle Metropolitans' exclusive, consistent and substantial use of the "S" logo and SEATTLE METROPOLITANS mark in interstate and international commerce, it has earned common law rights and become a strong and famous mark associated with Seattle Metropolitans and all facets of hockey in the greater Puget Sound area. Indeed, as early as 2017, the Puget Sound Business Journal branded Paul as "hockey's unlikely ambassador to the Pacific Northwest" and the "de facto ambassador of the [Seattle Metropolitans]:"



ANSWER: Paragraph 15's allegations as to the Plaintiff's common law trademark rights, the strength of its trademarks, and the alleged famous status of its mark state legal conclusions to which no response is required. To the extent any response is required, Defendant lacks sufficient information to admit or deny and on that basis denies the allegations in Paragraph 15.

16. In its December 24, 2018, feature article, NHL.com noted Paul's ownership of Seattle Metropolitans logo and name and commended his efforts as "an enterprising fan [who] dusted off the [Seattle Metropolitans] history and brought it to life again."

(https://www.nhl.com/news/seattle-nhl-expansion-team-can-build-on-legacy-of-metropolitans-303234234).

<u>ANSWER</u>: Defendant lacks sufficient information to admit or deny and on that basis denies the allegations in Paragraph 16.

17. The Seattle Metropolitan's continuous use of its marks predates Defendant's alleged first use dates. Thus, Seattle Metropolitans has priority over any use of the mark that may be claimed by Defendant.

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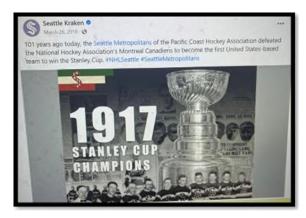
ANSWER: Paragraph 17 states a legal conclusion to which no response is required.

To the extent a response is required, Defendant denies the allegations in Paragraph 17.

B. <u>Defendant's Knowledge of Seattle Metropolitans, Bad-Faith Negotiations and Wrongful Actions</u>

18. Defendant has long known about Paul, his ownership and use of the "S" logo and

SEATTLE METROPOLITANS mark, and the association it has to the legacy of Seattle Metropolitans hockey team that Seattle Metropolitans has created over nearly the past decade.



ANSWER: Defendant admits that it

became aware of Paul Kim in 2018. Defendant otherwise denies the allegations set forth in Paragraph 18.

19. As news of the NHL's potential return to Seattle made headlines in early 2018, Paul reached out to executives of the Oak View Group (predecessors of Defendant), who indicated that it liked what Paul had done with the brand. Defendant invited Paul to an open house to highlight its proposed hockey arena project and enticed him with the possibility that he may be invited to co-host an event in which the Stanley Cup would visit Seattle.

<u>ANSWER</u>: Defendant lacks sufficient information to admit or deny the allegations in Paragraph 19 and on that basis denies the same.

20. Over the next five years, Defendant actively sought to ingratiate itself with Seattle Metropolitans to reference the valuable "S" logo and SEATTLE METROPOLITANS brand and thereby create a connection between Defendant's anticipated Seattle hockey venture and the

goodwill and brand recognition Seattle Metropolitans had developed since 2014. As early as March 2018, Defendant used Seattle Metropolitans' registered "S" logo in its online post:

ANSWER: Defendant admits that in 2018 it made a historical reference on its social media to the fact that in 1917 the historic Seattle Metropolitans hockey team won the Stanley Cup. Defendant denies the remaining allegations in Paragraph 20.

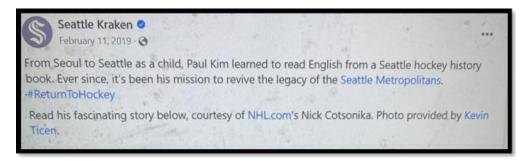


21. Defendant's CEO Tod Leiweke met with Paul in advance of the time that news of the Seattle NHL expansion broke in 2018, and wore the Seattle Metropolitan's branded jersey for a photo opportunity. As reported in the December 24, 2018 NHL.com feature

article, Mr. Leiweke complimented Paul's efforts to develop Seattle Metropolitans' brands, telling him that he was "smart," and that Defendant's CEO would "talk to [Paul] later" about the valuable brand.

<u>ANSWER</u>: Defendant lacks sufficient information to admit or deny the allegations in Paragraph 21 and on that basis denies the same.

22. In February 2019, Defendant touted the <u>NHL.com</u> article featuring Paul in its online post, acknowledging his "mission to revive the legacy of Seattle Metropolitans:"



<u>ANSWER</u>: Defendant admits it made a social media post on February 11, 2019, referencing an NHL.com article that discussed Paul Kim.

23. In February 2020, in an effort to create further association between what became the fledging Seattle Kraken hockey team and the legacy Seattle Metropolitans had revived,

Defendant requested rights to use Seattle Metropolitans colors in a promotional video. In reliance on the many representations by Defendant, Seattle Metropolitans' agreed, continuing to believe that Defendant was operating in good faith towards developing a joint relationship with Seattle

Metropolitans to parley its brand success and established goodwill to promote Defendant's hockey efforts in the region.

ANSWER: Defendant admits that on February 21, 2020, it reached out to Paul Kim via email because there was "a chance" that Defendant's would "use some





subtle hints" of Seattle Metropolitans' alleged colors in an upcoming video. Defendant admits that Paul Kim responded the same day with enthusiasm, stating: "That sounds awesome!" Defendant admits that Paul Kim provided Defendant with pictures highlighting colors used by the historic Seattle Metropolitans hockey team. Defendant lacks sufficient information to admit or deny the remaining allegations in Paragraph 23, and on that basis Defendant denies the remaining allegations in Paragraph 23.

24. It was not until July 2020 that Defendant first officially contacted Seattle Metropolitans about the long-insinuated but never materialized agreement to use its valuable brands. In a July 8, 2020 email, Lance Lopes, NHL Seattle Executive Vice President-General

Counsel contacted Paul about a "formal arrangement for [Defendant's] team to use Seattle Metropolitans trademarks." When the conversation occurred that Friday, however, Paul was shocked that Defendant offered only a single season ticket in exchange for exclusive jersey rights to the valuable Seattle Metropolitans trademarks, which offer was of course declined.

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Inbox 6 Messages

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Lance Lopes
To: me >

Metropolitans Use

Hi Paul,
I hope you're doing well in these interesting times.
I would like to find a time to speak to you about a formal arrangement for our team to use the Seattle Metropolitans trademarks for various activations. Would you have any time on Friday for me to give you a call?

Best,
Lance
Lance Lopes
NHL Seattle/ Executive Vice President-General Counsel 16 W Harrison St. Sie 200 I Seattle, WA 98119
Direct: (206) 401-8876 I Cell: (425) 830-1792

ANSWER: Defendant admits that on July 8, 2020, it contacted Paul Kim seeking a time to speak about a formal arrangement by which Defendant would use Plaintiff's alleged

trademarks. Defendant admits it offered Paul Kim a pair of season tickets for three seasons. Defendant lacks sufficient information to admit or deny the remaining allegations in Paragraph 24 and on that basis denies the same.

25. A month later in August 2020, Defendant offered to take a license for 5% of net sales, and with no minimum, no online sales, no resale and no sell off period for existing licensees. Given that typical industry licenses were in the range of 12% to 15% of all gross sales and included minimum requirements and sell off period for existing licenses, this offer was likewise rejected.

ANSWER: Defendant admits it made a reasonable license offer in good faith to Paul Kim in August 2020, which Kim rejected. Defendant lacks sufficient information to admit or deny the remaining allegations in Paragraph 25 and on that basis denies the same.

26. Five months later in January 2021, Defendant repeated the same offer except adding a low minimum guarantee, which offer was likewise rejected.

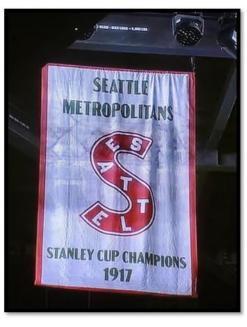
<u>ANSWER</u>: Defendant admits that in January 2021 it made a revised license offer to Paul Kim, which he also rejected.

27. Instead of presenting a commercially reasonable and industry respectable licensing offer, Defendant took a different approach—continue to take advantage of and use Seattle Metropolitans' valuable trademark rights and established goodwill without authorization.

ANSWER: Denied.

28. Later that year, in October 2021, continuing to take advantage of the goodwill and ostensible relationship it was fostering with Seattle Metropolitans and in an effort to usurp the goodwill and brand association of Seattle Metropolitans, Defendant used the registered "S" logo, the SEATTLE METROPOLITANS word mark and the same distinctive red color in a banner raised in Climate Pledge Arena that remains to this day—all without permission or license from Seattle Metropolitans.





ANSWER: Defendant admits that in October 2021 a banner paying homage to Seattle's hockey history and commemorating the historic Seattle Metropolitans hockey team's 1917 Stanley Cup victory was unveiled in the Climate Pledge Arena. Defendant

admits that this banner has not been removed. Defendant denies the remaining allegations in Paragraph 28, including Plaintiff's suggestion that it has any trademark rights that implicate the alleged banner.

29. Seattle Metropolitans heard nothing further from Defendant until January 20, 2023, when Mr. Lopes reached out again to Seattle Metropolitans. Defendant desired to develop and market a "throwback" campaign for the 2024 Winter Classic that had been awarded by the NHL and would be held in Seattle January 1, 2024. The Winter Classic is considered one of the greatest spectacles in all of sport. According to NHL.com, it is a "New Year's tradition where one city is awarded an event that honors hockey's outdoor origins in an awe-inspiring setting reimagined and transformed for the NHL." It directly draws upon the history and tradition of hockey in the area in which it is held. Given Seattle's lack of history being an extremely new franchise, it was imperative that Defendant draw on the historical association of Seattle Metropolitans, meaning that it was forced to deal again with Seattle Metropolitans—exclusive owners of the branding rights.

ANSWER: Defendant admits that it reached out to Paul Kim on January 20, 2023, regarding a possible opportunity related to the 2024 NHL Winter Classic. Defendant further admits that Plaintiff quotes content from NHL.com. Plaintiff's allegations regarding its "exclusive" ownership of "branding rights" is a legal conclusion to which no response is required. Defendant lacks sufficient information to admit or deny the remaining allegations in Paragraph 29, and on that basis denies the same.

30. This time Defendant indicated that it would not license, but only wanted to "purchas[e] and thus extinguish[]" all rights in Seattle Metropolitans' trademarks. Defendant failed to make a serious offer, however, instead only offering a one-time payment amounting to less than even a single year's revenues from sales of the branded Seattle Metropolitans products and existing

licenses. It is well known that the NHL's me	erchandising a	ırm is a big gl	obal business, bri	nging in
hundreds of millions of dollars every year in	n licenses and	team gear sal	es. As reported by	former
NHL merchandising executive Fred Scalera	in the June 1	6, 2017 Puge	t Sound Business	Journal
article, team merchandizing generates a lot	of money and	the brand bec	omes extremely v	aluable
Importantly, the NHL Winter Classic is one o	f the largest m	arketing event	s of the year. Acco	ording to
one published report, a decade ago the 2014	Winter Classic	generated \$10	Os of millions in re	evenues,
and merchandising sal	es	set	records	highs
(https://www.sbnation.com/nhl/2014/1/13/53	305134/winter	-classic-2014-	hockey-related-re	venue-
profit). With this in mind, Seattle Metrop	olitans was v	willing to neg	otiate in good fa	aith, but
Defendant would not make any meaningful	or commercial	ly reasonable	offer to acquire th	e rights.
ANSWER: Defendant admits that	it sought to p	ourchase the r	ights to the Plair	ntiff's
alleged trademarks and that Defendant n	iade a commo	ercially reaso	nable offer to Pa	ul Kim,
which he rejected. Defendant lacks suffici	ent informat	ion as to the r	emaining allegat	tions in
Paragraph 30, and on that basis denies th	e same.			
31. Once negotiations broke dow	n by February	2023, Defend	ant indicated that	it
would proceed on "a completely different de-	sign"—an "alt	ernative" to Se	eattle Metropolitar	ns "S"
design. Seattle Metropolitans put Defendant	on written noti	ice it expected	any alternative de	sign to
be a "completely different design concept" th	at did not imp	licate Seattle I	Metropolitans trad	emarks
II				

ANSWER: Defendant admits it did not reach an agreement with Paul Kim and that it chose not to use or incorporate the Plaintiff's claimed trademarks—including the "S

or seek to trade on the goodwill and reputation of Seattle Metropolitans in association with all facts

of hockey. Defendant acknowledged this notice in writing, claiming that it would be "going a

different direction."

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Seattle logo" or the Seattle Metropolitans word mark—and that rather than incorporate elements of the historic Seattle Metropolitans hockey team's uniform, the Kraken would go in a different direction for its 2024 NHL Winter Classic design identity. Defendant admits that the design identity it ultimately used was based on Defendant's own proprietary brand and did not incorporate the Metropolitans' jersey color scheme or Plaintiff's alleged trademarks. Defendant denies the remaining allegations in Paragraph 31.

32. Nevertheless, Defendant did exactly the opposite of their representation. Instead of "going a different direction" and avoiding Seattle Metropolitans well-known and valuable trademark rights, on November 22, 2023, Defendant unveiled its Winter Classic jerseys and related merchandise, which incorporates the virtually identical "S," red color, white border and white block letter design of the federally registered and famous Seattle Metropolitans "S" logo.





ANSWER: Defendant admits that it unveiled its Winter Classic design identity on November 22, 2023. Defendant denies the remaining allegations in Paragraph 32.

33. In a clear attempt to create an association with Seattle Metropolitans' established legacy, brand and goodwill related to Pacific Northwest hockey—owned exclusively by Seattle Metropolitans—Defendant further imitated the horizontal color band jersey configuration long associated with Seattle Metropolitans, and even made specific

reference to Seattle Metropolitans' 1917 Stanley Cup championship by featuring "1917" prominently on the jersey collar:



ANSWER: Denied.

34. Defendant's actions were calculated and willfully intended to create a false association between Defendant and Seattle Metropolitans, not only its famous brand as seen on all types of apparel and hockey paraphernalia, but also related to organizing, arranging and conducting ice hockey games and other hockey-related services. Indeed, Defendant's agents have admitted spending months striving to create an association with Seattle Metropolitans. Matty Merrill, Adidas designer commissioned by Defendant to produce the infringing Winter Classic design, admitted the lengths went to in copying Seattle Metropolitans because "[t]he Kraken obviously want to be associated with the Metropolitans." In a recent KOMO-TV news article, Mr. Merrill detailed how he "spent hours upon hours designing the Winter Classic" apparel in an effort to "make the current fit look like the games of old." As admitted by Steve Mayer, NHL's chief content officer and vice president, creating the association with Seattle Metropolitans was "always part of the plan." (see https://www.msn.com/en-us/sports/nhl/hockey-history-reborn-seattle-s-t-mobile-park-to-host-first-ever-nhl-winter-classic/ar-AA1m1vlA) There is no question that Defendant succeeded in its willful infringement of Seattle Metropolitans rights.

<u>ANSWER</u>: Defendant admits that the quotes of Matty Merrill and Steve Mayer appear in the articles referenced in paragraph 34. Defendant denies the remaining allegations in paragraph 34.

35. Defendant has wrongfully used Seattle Metropolitans' trademarks on a wide variety of apparel and hockey paraphernalia which directly compete for the same customers in the same channels of trade as Seattle Metropolitans, including jerseys, T-shirts, sweatshirts, headwear, and gear such as pucks, banners and stickers. Some examples are shown herein.



ANSWER: Denied.

36. Defendant has flooded the market directly and through licensees, promoting and selling the confusingly similar products via numerous online and traditional retail and wholesale

outlets, including without limitation: Seattle Hockey Team Store, Shop NHL, DICK's Sporting Goods, eBay, Fanatics, FansEdge, GoalGroove Jerseys, <u>Lids.com</u>, Mercari, ModeSens, Pixel Vibe Store, Precision Flex Store, Pro-Image Sports, <u>SportsK.com</u>, and Velvet Glow Store.

<u>ANSWER</u>: Defendant admits that it has sold goods bearing its Winter Classic design identity through various online and brick-and-mortar retailers. Defendant denies the remaining allegations in Paragraph 36.

37. Defendant's pervasive use of Seattle Metropolitans trademarks in association with organizing, arranging and conducting ice hockey games—including with promotions for the Winter Classic scheduled for January 1, 2023 at T-Mobile Park throughout the Pacific Northwest and world—likewise create a false association between Defendant and Seattle Metropolitans.

ANSWER: Paragraph 37 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 37.

38. The impact of Defendant's trademark infringement is particularly acute in the context of Internet advertising and sales. Defendant's unauthorized use of Seattle Metropolitans trademarks allows it to trade on the product specific information, hockey event association, and branding developed by the Seattle Metropolitans to misdirect Internet search engines and, ultimately, consumers from online stores and ticket outlets where authorized products are sold and hockey-related services are provided. See, for example, how six out of eight jerseys shown as a result of a search for "Seattle Metropolitans jerseys" on Google are the confusingly similar imitations from Defendant:

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ANSWER: Denied.

Google . @ Q seattle metropolitans jerseys All filters * Sponsored : Men's adidas Seattle Men's adidas Men's adidas Spattle Seattle Tribute NHI Men's Men's Fanatic Philipp... Metropolitans. Philipp... Deep Sea Blu. Metropolitans 2023-2024... Branded Phili. Unisex. \$239.99 \$54.99 \$239.99 \$185.00 \$259.99 \$59.99 \$51.00 \$184.99 Shop NHL eBay Fanatics Shop NHL Bench Clearers DICK'S Sporti... Shop NHL Etsy \$50+ ships fr... 30-day returns \$99+ ships fr... \$50+ ships fr ... Free 30-day r... 90-day returns \$50+ ships fr... Jersey, Mesh Jersey, Mesh Jersey, Mesh, Jersey, Polyester Fleece Cotton Jersey, Polyester Jersey, Polyester Regular · Machi... Regular - Machi... Blend · Regular Regular - Machi... Regular - Machi. Polyester ... Regular · Winter

39. Through its actions, Defendant has gained an improper and unfair competitive advantage over Seattle Metropolitans in the sale of competing apparel and hockey gear. It has created actual confusion in the public as to the source of authorized Seattle Metropolitans branded products. In addition to or in the alternative, Defendant has engaged in actionable reverse confusion. As the junior user with much greater economic power which has saturated the market with advertising and sales of a confusingly similar brand, Defendant has overwhelmed the marketplace power and value of Seattle Metropolitans trademarks. Defendant's actions have directly negatively impacted sales of authorized Seattle Metropolitans products, especially in this most important holiday buying season, as consumers believe that Defendant's confusingly branded products are associated with Seattle Metropolitans—an association Defendant has worked towards and intentionally sought as described above.

ANSWER: Paragraph 39 states argument and legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 39.

40. Defendant's infringement is intentional and willful. Adoption and use of the Seattle Metropolitans marks was clearly done to mimic the sight and sound of the well-known "S" logo.

Defendant's actions were long planned, dating as far back as 2018 when Defendant's CEO met with Seattle Metropolitans, wore its "S" logo jersey and said he would "talk to [Paul] later." Defendant sought to take advantage of a relatively unsophisticated individuals, surreptitiously using the marks without authorization, casually requesting the "S" logo color, all with the implication of a fair, long-term association, but in fact solely to benefit without any meaningful expense.

ANSWER: Paragraph 40 states argument and legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 40.

41. Defendant has known for years that it needed Seattle Metropolitans' trademark rights, either by license or acquisition, but has never been willing to a fair and commercially reasonable amount to acquire them, instead offering single season ticket, or a low-ball percentage, or a paltry amount for acquisition. When push came to shove and Defendant absolutely needed rights for its huge Winter Classic campaign and Seattle Metropolitans would not accept token compensation, despite warning to avoid infringement, Defendant could not and did not "go in a different direction." Instead, Defendant "spent hours upon hours designing the Winter Classic" apparel in an effort to get as close as possible to Seattle Metropolitans, ultimately adopting a virtually identical "S", red color, white border and white block letter design—including with specific reference to the 1917 Seattle Metropolitans Stanley Cup win—with the specific intention to create the association with Seattle Metropolitans that it so desperately sought to bolster its marketing efforts for the "throwback" Winter Classic.

ANSWER: Denied.

42. By letter dated December 15, 2023, Seattle Metropolitans notified Defendant of the trademark infringement and unfair competition and demanded, among other things, that Defendant cease and desist from its wrongful actions. Defendant refused to take action to promptly remedy the situation.

ANSWER: Defendant admits that it received a letter from Plaintiff on December 15, 2023, in which Plaintiff falsely accused Defendant of trademark infringement. Defendant denies the remaining allegations in Paragraph 42.

43. Defendant's use of Seattle Metropolitans trademarks have damaged Seattle Metropolitans in an amount to be proven at trial, but no less than a reasonable royalty commensurate with industry royalties offered by Seattle Metropolitans, Defendant and others, with commercially reasonable terms, and shall further include an amount of money necessary for corrective advertising so that Seattle Metropolitans may reclaim its reputation and goodwill as the only entity associated with Seattle Metropolitans hockey. Damages include not only use of Seattle Metropolitans trademarks on apparel and hockey paraphernalia, but also on generating ticket sales and advertising revenues associated with the Winter Classic so heavily promoted using Seattle Metropolitans brand, goodwill and reputation.

ANSWER: Paragraph 43 states argument and legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 43.

44. Defendant has and will continue to unjustly benefit—at Seattle Metropolitans' expense—from gains, profits and advances derived from the promotion and sale of products in association with the confusingly similar marks, and Seattle Metropolitans is entitled to disgorgement of all such profits.

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<u>ANSWER</u>: Paragraph 44 states argument and legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 44.

45. These acts of Defendant have caused and, unless restrained by this Court, will continue to cause serious and irreparable harm to Seattle Metropolitans and to the goodwill and reputation associated with Seattle Metropolitans trademarks. Seattle Metropolitans is entitled to control all use of its marks and confusingly similar marks in association with the provision of apparel and hockey paraphernalia; to exclusively advertise and provide products in association with Seattle Metropolitans trademarks; to control the quality of products sold in association with Seattle Metropolitans trademarks; and to have Seattle Metropolitans trademarks or confusingly similar marks identify Seattle Metropolitans as the sole source and origin of apparel and hockey paraphernalia. Therefore, Seattle Metropolitans' remedy at law is not adequate to compensate for the injury caused and threatened by Defendant's infringement of its trademark rights and unfair business practices.

ANSWER: Paragraph 45 states argument and legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 45.

V. CAUSES OF ACTION

COUNT 1: Federal Trademark Infringement:

1. Seattle Metropolitans realleges the preceding paragraphs of this complaint.

ANSWER: Defendant incorporates by reference and re-alleges its responses to all previous paragraphs as if fully set forth herein.

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ANSWER: Defendant incorporates by reference and re-alleges its responses to all previous paragraphs as if fully set forth herein.

6. Defendant has intentionally confused and misled the public in Washington State and throughout the country. Defendant's actions constitute unfair methods of competition and unfair deceptive acts and practices in the conduct of its trade or business, which were willfully undertaken. Defendant's actions have affected and continue to affect the public interest in Washington State as well as in other parts of the country. Defendant has demonstrated its propensity for repetition of the wrongful actions. As a direct and causal result of Defendant's unfair business practices and unfair and deceptive acts, Seattle Metropolitans has been damaged.

ANSWER: Paragraph 6 states legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 6.

7. Defendant's actions are in violation of the Washington State Consumer Protection Act, R.C.W. § 19.86.020.

ANSWER: Paragraph 7 states legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 7.

8. Defendant's adoption of marks confusingly similar to Seattle Metropolitans trademarks and trade dress has caused damage to Seattle Metropolitans at least equivalent to the amount of money necessary to engage in corrective advertising and the amount associated with past and foreseeable future revenues associated with Seattle Metropolitans given its history and commercial success, which amount equals approximately \$2.5 million as a good and reasonable approximation of the lost goodwill, or otherwise to be proven at trial.

1	ANSV	VER: Paragraph 8 states argument and legal conclusions to which no response
2	is required. T	o the extent a response is required, Defendant denies the allegations in
3	Paragraph 8.	
4	COUNT IV:	Common Law Trademark Infringement
5	9.	Seattle Metropolitans realleges the preceding paragraphs of this complaint.
6	ANSV	VER: Defendant incorporates by reference and re-alleges its responses to all
7	previous para	agraphs as if fully set forth herein.
8	10.	Seattle Metropolitans trademark and trade dress are entitled to protection because
9	they are inhere	ently distinctive of Seattle Metropolitans goods and services, including apparel,
10	hockey paraph	nernalia, and hockey-related services, and because they were used by Seattle
11	Metropolitans	long before Defendant adopted confusingly similar marks and intentionally sought
12	to create an as	sociation with and trade on the goodwill and reputation of Seattle Metropolitans.
13	ANSV	VER: Paragraph 10 states argument and legal conclusions to which no
14	response is re	equired. To the extent a response is required, Defendant denies the allegations
15	in Paragraph	10.
16	11.	Defendant has without consent of Seattle Metropolitans and with full knowledge of
17	Seattle Metrop	politans rights, used in commerce a reproduction, counterfeit, copy and/or colorable
18	imitation of Se	eattle Metropolitans trademarks and trade dress in connection with the advertising,
19	offer for sale a	and sales of apparel and hockey paraphernalia and related hockey services in a manner
20	that is likely to	cause confusion, or to cause mistake, or to deceive consumers
21	ANSV	VER: Paragraph 11 states argument and legal conclusions to which no
22	response is re	equired. To the extent a response is required, Defendant denies the allegations
23	in Paragraph	11.
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12. Defendant's adoption of marks confusingly similar to Seattle Metropolitans trademarks and trade dress has caused damage to Seattle Metropolitans at least equivalent to the amount of money necessary to engage in corrective advertising and the amount associated with past and foreseeable future revenues associated with Seattle Metropolitans given its history and commercial success, which amount equals approximately \$2.5 million as a good and reasonable approximation of the lost goodwill, or otherwise to be proven at trial.

ANSWER: Paragraph 12 states argument and legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 12.

COUNT V: Unjust Enrichment

13. Seattle Metropolitans realleges the preceding paragraphs.

<u>ANSWER</u>: Defendant incorporates by reference and re-alleges its responses to all previous paragraphs as if fully set forth herein.

14. Defendant has obtained a benefit from the use of marks confusingly similar to Seattle Metropolitans trademarks, and Defendant's use of marks has caused harm to Seattle Metropolitans. Defendant knew about Seattle Metropolitans trademarks, but nevertheless intentionally and willfully imitated them with the goal to trade on the brand awareness, goodwill and reputation therein.

ANSWER: Paragraph 14 states argument and legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 14.

15. Under the circumstances of this case, given the harm caused by Defendant, the knowledge it had of Seattle Metropolitans trademarks, and the benefits obtained by Defendant

through the use of marks confusingly similar to Seattle Metropolitans trademarks, it would be 2 unjust to allow Defendant to retain any benefits proximately caused by its use of marks 3 confusingly similar to Seattle Metropolitans trademarks. 4 ANSWER: Paragraph 15 states argument and legal conclusions to which no 5 response is required. To the extent a response is required, Defendant denies the allegations 6 in Paragraph 15. 7 VI. PRAYER FOR RELIEF 8 ANSWER: Section VI of Plaintiff's First Amended Complaint constitutes a Prayer 9 for Relief, to which no response is required. To the extent a response is required, Defendant 10 denies that Plaintiff is entitled to any relief under any legal theory. 11 **DEFENSES AND AFFIRMATIVE DEFENSES** 12 Below are Defendant's affirmative defenses. By setting forth these affirmative defenses, 13 Defendant does not assume any burden of proof as to any fact issue or other element of any 14 cause of action that properly belongs to Plaintiff. Defendant reserves the right to amend or 15 supplement its affirmative defenses. 16 1. Some or all of Plaintiff's claims fail to state a claim upon which relief may be 17 granted. 18 2. All of Defendant's actions were undertaken in good faith, for legitimate and 19 lawful reasons, and Defendant is not infringing and has not infringed upon Plaintiff's alleged 20 intellectual property rights. 21 3. Any reference Defendant has made to the Seattle Metropolitans has been 22 historical in nature, including any references to the team's 1917 Stanley Cup win, and thus any

use of Plaintiff's trademarks was nominative fair use.

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- 4. Defendant's use of Plaintiff's alleged trademark was part of a communicative message regarding Seattle's hockey history and was not use in commerce as a source identifier, and thus Defendant's use was protected under the First Amendment.
- 5. Pending further discovery, Plaintiff's claim are barred in whole or in part by the defenses of estoppel, laches, acquiescence, unclean hands, statute(s) of limitation, and other equitable defenses.
- 6. Plaintiff has suffered no injury or damage as a result of any act or conduct by Defendant.
- 7. Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff does not own federal or common law trademark rights in all uses of the allegedly infringed trademarks.
- 8. Plaintiff's Consumer Protection Act claim is barred because Defendant's actions were reasonable in relation to the development and preservation of business or which were not injurious to the public interest.
- 9. Plaintiff's claims for injunctive relief are barred, in whole or in part, because Plaintiff is not likely to prevail on the merits of its claims, Plaintiff has not suffered and will not suffer irreparable harm because of Defendant's alleged conduct, and because Plaintiff has an adequate remedy at law for its alleged injury.
- 10. Plaintiff's claims for exemplary damages, litigation expenses, and reasonable attorney's fees and costs are barred because Plaintiff's claims have no basis in fact or law. Defendant reserves the right to add further defenses should they become apparent during discovery or trial.

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COUNTERCLAIM PLAINTIFF'S COUNTERCLAIMS

Counterclaim-Plaintiff Seattle Hockey Partners LLC ("Kraken" or "Defendant"), states the following on basis of fact and/or information and belief for its Counterclaims against Counterclaim-Defendant Seattle Metropolitans Hockey LLC ("Plaintiff").

I. NATURE OF THIS ACTION

- 1. This action is based, in part, on Plaintiff's purported trademark rights in the Seattle Metropolitans word mark and Metropolitans' "S Seattle" logo for museum services, including display of memorabilia and artifacts pertaining to a historical Seattle professional ice hockey team, providing a website featuring information regarding the history of this ice hockey team, conducting guided walking tours of a city and its landmarks, and organizing, arranging, and conducting ice hockey games.
- 2. In support of its claims, Plaintiff relies on and asserts ownership of federal Registration No. 6777676 for the SEATTLE METROPOLITANS word mark ("the '676 Registration") and federal Application Ser. No. 98331136 for the "S Seattle" logo ("the '136 Application"), both of which cover "[m]useum services, namely, display of memorabilia and artifacts pertaining to an historical Seattle professional ice hockey team, and providing a website featuring information regarding the history of this ice hockey team; conducting guided walking tours of a city and its landmarks; and organizing, arranging, and conducting of ice hockey games" in International Class 41 (collectively, the "Class 41 Services").
- 3. As Plaintiff concedes in its complaint, "Seattle Metropolitans" is the name, and "S Seattle" is the logo, of an historical Seattle professional ice hockey team that played in the Pacific Coast Hockey Association from 1914 to 1924. Thus, "Seattle Metropolitans" and the "S Seattle" logo are the actual subject—and key components—of the museum services "pertaining

to an historical Seattle professional ice hockey team," and other Class 41 Services recited in the '676 Registration and '136 Application.

- 4. Because "Seattle Metropolitans" and the "S Seattle" logo merely describe an ingredient, quality, characteristic, function, feature, purpose, or use of the Class 41 Services, they do not qualify for trademark protection—and are not eligible for federal registration on the Principal Register—in connection with the Class 41 Services. Rather, to qualify for trademark protection and registration Plaintiff must show that "Seattle Metropolitans" and the "S Seattle" logo have acquired distinctiveness or "secondary meaning" as trademarks for the Class 41 Services through long, extensive, continuous, and substantially exclusive use by Plaintiff.
- 5. Further, to the extent Plaintiff could show any use of "Seattle Metropolitans" and the "S Seattle" logo in the manner of a trademark with Class 41 Services, such use would be too little and for far too short a period for either "Seattle Metropolitans" and the "S Seattle" logo to acquire distinctiveness for the Class 41 Services. Accordingly, neither "Seattle Metropolitans" nor the "S Seattle" logo is sufficiently distinctive to be eligible for registration on the Principal Register and the '676 Registration must be cancelled and the '136 Application refused with regard to the Class 41 Services.
- 6. Likewise, because Plaintiff has not, on information and belief, made bona fide use in commerce of the "Seattle Metropolitans" or the "S Seattle" logo in connection with all (or potentially any) of the recited Class 41 Services, the '676 Registration must be cancelled as to the Class 41 Services and the '136 Application refused as each was filed based on a claim of actual use in commerce that is lacking.

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1 II. **PARTIES** 2 7. Counterclaim-Plaintiff Kraken is a Delaware limited liability company having its 3 principal place of business in Seattle, Washington. The Kraken is owed by Slapshot LLC, which 4 is itself owned by FW Puck LLC. 5 8. Counterclaim-Defendant Seattle Metropolitans Hockey, LLC is a Washington 6 limited liability company having its principal place of business in Bellevue, Washington. 7 JURISDICTION AND VENUE III. 8 9. This court has subject matter jurisdiction over the Counterclaim-Defendant 9 pursuant to 15 U.S.C. § 1119, 28 U.S.C. § 1331, and 28 U.S.C. § 1338(a). 10 10. Counterclaim-Defendant has also consented to the personal jurisdiction of this 11 Court by filing its Amended Complaint. 12 11. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(1). 13 IV. FACTS COMMON TO ALL COUNTERCLAIMS 14 A. **Seattle Hockey Partners and the Kraken** 15 12. The Kraken are the newest expansion franchise in the NHL, the world's premier 16 professional hockey league. The Kraken were awarded their franchise in 2018 and played their 17 first NHL game in Seattle in 2021. 18 13. Named after a mythical sea monster, the Kraken's brand identity evokes imagery 19 of the Northwest's nautical heritage. The Kraken selected this identity in July 2020, following a 20 highly publicized naming process, and the Kraken now own several U.S. trademark registrations, 21 including the word mark "Seattle Kraken," which is the subject of USPTO Reg. No. 6,487,799 22 for International Classes 25 (clothing, including shirts) and 41 (sports services), and two 23 distinctive logos, including the Kraken's primary logo, shown below. 24

The primary logo, which is a stylized "S" with an eye (red, when depicted in color) and tentacle imagery, and which is the subject of USPTO Reg. No. 6,450,361 for International Classes 25 (clothing, including shirts) and 41 (sports services), and U.S. Copyright Reg. No. VA0002290189



A true and correct copy of the Kraken's '799 Registration is attached to and incorporated by reference into the pleadings as **Exhibit A.** The Kraken's primary logo has never been used to refer to other hockey franchises; it has been used exclusively to identify the Kraken.

B. The Seattle Metropolitans and Paul Kim

- 14. The Seattle Metropolitans were Seattle's first professional hockey team and played in the Pacific Coast Hockey Association for nine years, from 1915 to 1924. The Metropolitans were the first U.S.-based team to win the Stanley Cup championship, in 1917, when the Stanley Cup was awarded to the winner of the championship game between the Pacific Coast Hockey Association champion and the National Hockey Association champion. Because the Metropolitans were the first professional hockey team in Seattle, and the Stanley Cup has since become the NHL's championship trophy recognized as the pinnacle of professional ice hockey, the original Metropolitans team has a place in Seattle's hockey history, despite not playing as a professional team for almost 100 years.
- 15. On information and belief, Paul Kim is Plaintiff's principal and a self-described hockey fan.
- 16. On information and belief, sometime in 2015, Kim set up a website at the domain www.seattle-metropolitans.com as the "unofficial home of the Seattle Metropolitans." At the time the "About Us" page of the website stated, "This page was created in the hopes of getting

people together to revive the Seattle Metropolitans. NHL has been voicing their intent to have an
expansion team in Seattle and we believe if we can get enough people to voice our desire to
bring back the first American team to win the Stanley Cup, it can happen." Likewise, the
"Support Us" page stated, "You can support us by telling your friends and family about Seattle
Metropolitans accomplishments If you have any skills or ideas that could help us get the
Seattle Metropolitans to come back, please contact us. Let's work together and bring the
Metropolitans back." True and correct copies of the main landing page, "About Us" page, and
"Support Us" pages as they were archived by the Internet Archive's Wayback Machine" in or
about April, May, and July 2015 are attached hereto as Exhibit B .

17. Kim's site initially included a team "History" page that substantially reproduced, essentially verbatim, a brief history of the historical Seattle Metropolitans from 1915–1924, written by Jeff Obermeyer that had been posed to Obermeyer's website at www.seattlehockey.net. Indeed, the "History" page included a source acknowledgment at the bottom of the page that linked to a page on Obermeyer's website containing Obermeyer's original text set out underneath a caption reading "Seattle Metropolitans" that also included several depictions of team members wearing jerseys bearing the "S Seattle" logo. True and correct copies of Kim's "History" page and Obermeyer's "Seattle Metropolitans" page as they were archived in or about April and May 2015 by the Wayback Machine are attached hereto as Exhibit C and Exhibit C and Exhibit D.

18. Based on archived pages captured by the Wayback Machine, Obermeyer's "Seattle Metropolitans" website page featuring information regarding the history of the ice hockey team was continuously available from at least as early as March 2010 through January 2022.

19. Kim's site also initially included "Results" and "Stats" pages that compiled game
results, player rosters, and game statistics for all the Seattle Metropolitans hockey team's seasons
from 1915-1924. The source acknowledgment at the bottom of both pages indicated that the data
had been provided "courtesy of JustSportsStats.com" and included a hyperlink to a page on the
JustSportsStat.com website with the "S Seattle" Logo and "Seattle Metropolitans Franchise
History" caption appearing above links to listings of the team roster, statistics and results
information for the 1915-1924 seasons. True and correct copies of Kim's "Results" page and
JustSportsStats.com's "Seattle Metropolitans" page as they were archived in or about August
2015 and June 2017 by the Wayback Machine are attached hereto as Exhibit E and Exhibit F .

- 20. Today, the JustSportsStats.com domain forwards to JustSportsStats.com's sister site StatsCrew.com, where a page featuring the same "S Seattle" Logo and "Seattle Metropolitans Franchise History" caption and historic team information continues to be available at https://www.statscrew.com/hockey/t-SEM.
- 21. On information and belief, in or about 2021, Kim formed Plaintiff Seattle Metropolitans Hockey LLC and, thereafter, continued to operate the website at www.seattle-metropolitans.com through Plaintiff.
- 22. On information and belief, between 2015 and the present day, neither Kim nor Plaintiff substantively altered, changed, or added to the content of the "History," "Results" or "Stats" pages.
- 23. On information and belief, neither Kim nor Plaintiff has any connection to the historical Seattle Metropolitans organization or can claim to be assignee or successor-in-interest in any valid rights in or to any intellectual property developed or at one time owned by the organization. Indeed, as Plaintiff alleges in its complaint, neither it nor Kim claimed any rights in

1	the SEATTLE METROPOLITANS word mark prior to 2014. Moreover, Plaintiff's complaint
2	contains no allegations that Kim or Plaintiff acquired its alleged trademark rights in the
3	SEATTLE METROPOLITANS word mark or "S Seattle" logo as part of a chain of ownership
4	dating back to the historic Seattle Metropolitans hockey team's use of the marks in 1915–1924.
5	C. The Metropolitans' Museum Services Registration and Application
6	24. On March 2, 2021, Plaintiff filed an application with the United States Patent and
7	Trademark Office (the "Trademark Office"), Ser. No. 90556011, to register the SEATTLE
8	METROPOLTIANS word mark for, among other things, "[m]useum services, namely display of
9	memorabilia and artifacts pertaining to the Seattle Metropolitans Hockey Team, and providing
10	information regarding the history of the Seattle Metropolitans Hockey Team; conduct landmark
11	artifact tour; and organizing, arranging and conducting hockey games" in International Class 41.
12	Consistent with Plaintiff's claim not to rely on any basis for ownership other than its own alleged
13	use, Plaintiff's application specified December 4, 2015, as its claimed "first use anywhere" date
14	and "first use in commerce" date. Attached and incorporated by reference into the pleadings is
15	Exhibit G , which is a true and correct copy of the Plaintiff's March 2, 2021, application taken
16	from the Trademark Office's Trademark Status & Document Retrieval system.
17	25. In support of the Application, Plaintiff attached as a specimen of use for the
18	recited services in Class 41 screenshots from Plaintiff's Facebook page and a screenshot from the
19	landing page of Plaintiff's website as it appeared at the time. The screenshot of the Plaintiff's
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website shows a "Past Glory" box depicting historic Seattle Metropolitans hockey team championship banners and brochure.



Accordingly, in the context of the page as a whole consumers would not view depictions of "Seattle Metropolitans" (or the "S Seattle" logo) as performing a trademark function in connection with the Class 41 Services. Rather, consumers would understand "Seattle Metropolitans" (and the "S Seattle" logo) to function solely as a factual reference to the historical Seattle Metropolitans ice hockey team that was the subject of the website's provision of information about the history of the team. The screenshots from Plaintiff's Facebook page likewise do not evidence use of "Seattle Metropolitans" as a trademark for any of the Class 41 Services. Rather, these screenshots at best show the phrase used descriptively in connection with a few social media posts referencing historic facts about the historic Settle Metropolitans ice hockey team. Attached and incorporated by reference into the pleadings is **Exhibit H**, which is a true and correct copy of the Class 41 specimen Plaintiff filed with its March 2, 2021, application.

26. On March 14, 2022, Plaintiff filed to amend its Class 41 services description to read "Museum services, namely, display of memorabilia and artifacts pertaining to an historical Seattle professional ice hockey team, and providing a website featuring information regarding

the history of this ice hockey team; conducting guided walking tours of a city and its landmarks; and organizing, arranging, and conducting of ice hockey games."

- 27. Thereafter, the Trademark Office granted the application and the '676 Registration issued on July 5, 2022.
- 28. On December 26, 2023—the same day Plaintiff filed its initial complaint against the Kraken—Plaintiff also filed the '136 Application with the Trademark Office seeking to register the "S Seattle" logo on the Principal Register for the Class 41 Services. Consistent with Plaintiff's claim not to rely on any basis for ownership other than its own alleged use, the '136 Application specified December 4, 2015, as Plaintiff's claimed "first use anywhere" date and "first use in commerce" date. Attached and incorporated by reference into the pleadings is **Exhibit I**, which is a true and correct copy of the Metropolitans' December 26, 2023, application taken from the Trademark Office's Trademark Status & Document Retrieval system.
- 29. In support of the '136 Application, Plaintiff attached a specimen of use consisting of a screenshot from Plaintiff's website and screenshots from Plaintiff's Facebook page. The screenshot of the Plaintiff's website does not show the "S Seattle" logo used as a mark for any of the Class 41 Services; instead, it shows the "Shop" page of Plaintiff's website showing various items of modern day (i.e., non-historic) apparel adorned with the historic logo offered for purchase online. The screenshots from Plaintiff's Facebook page likewise do not evidence use of the "S Seattle" logo as a trademark for any of the Class 41 Services. Rather, these screenshots at best show the logo used descriptively in connection with a few social media posts referencing historic facts about the historic Settle Metropolitans ice hockey team. Attached and incorporated by reference into the pleadings is **Exhibit J**, which is a true and correct copy of the specimen Plaintiff filed with its December 26, 2023, application. This application is still pending, and it

has not been assigned to an examining attorney at the United States Patent and Trademark
 Office.

V. CAUSES OF ACTION

COUNT 1: Cancellation of U.S. Trademark Registration No. 6777676

- 1. The Kraken repeats and incorporates by reference the allegations of the preceding paragraphs of the Counterclaims as if fully set forth herein.
- 2. The Kraken seeks partial cancellation of the '676 Registration under 15 U.S.C. §§ 1052(e), 1064(1), and 1119 because "Seattle Metropolitans" is merely descriptive of an ingredient, quality, characteristic, function, feature, purpose, or use of the Class 41 Services for which Plaintiff sought registration.
- 3. Matter that "merely describes" the goods or services on or in connection with which it is used is not registrable on the Principal Register absent a showing of acquired distinctiveness under the Trademark Act, 15 U.S.C. § 1052(f).
- 4. Performance of services involving the display of memorabilia and artifacts and the provision of information pertaining to the historical Seattle Metropolitans hockey team necessitate usage of the phrase "Seattle Metropolitans." Moreover, given the phrase's historical meaning and significance, consumers encountering the phrase "Seattle Metropolitans" in the context in which the Class 41 Services are officered will not perceive the use of "Seattle Metropolitans" as functioning as a trademark, i.e., indicating a single commercial source of the services, but rather as a description of the historical Seattle Metropolitans hockey team.
- 5. To the extent Plaintiff can show that it has made any use of the phrase "Seattle Metropolitans" in connection with the Class 41 Services, such use was neither substantially exclusive nor of a nature, length, and extent to give rise to acquired distinctiveness in the phrase

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"Seattle Metropolitans" in connection with the Class 41 Services, whether as of the time the '676 Registration issued or anytime thereafter. This is particularly true in view of the multiple instances of prior and concurrent use of the phrase "Seattle Metropolitans" in connection with providing a website featuring information regarding the history of the hockey team, including but not limited to Jeff Obermeyer's "Seattle Metropolitans" webpage and JustSportsStats.com's "Seattle Metropolitans" webpage, the substantive contents of which Plaintiff had copied. For this reason, the '676 Registration should be partially cancelled as to the Class 41 Services.

6. Pursuant to 15 U.S.C. § 1064, the Kraken has standing to bring this claim because the Kraken believes that it is being and will be damaged by the continued registration of the '676 Registration for the Class 41 Services insofar as Plaintiff will maintain statutory rights in "Seattle Metropolitans" in connection with the Class 41 Services, when in fact, Plaintiff is not entitled to the full scope of such rights by virtue of the mere descriptiveness of the phrase and the absence of any acquired distinctiveness as of the date of registration, and insofar as Plaintiff seeks to rely on such rights in this action to prevent the Kraken from using "Seattle Metropolitans" to refer to the history of the historical Seattle Metropolitans hockey team as part of Seattle's hockey history.

COUNT 2: Partial Cancellation of U.S. Trademark Registration No. 6777676 (No Use in Commerce)

- 1. The Kraken repeats and incorporates by reference the allegations of the preceding paragraphs of the Counterclaims as if fully set forth herein.
- 2. The Kraken seeks partial cancellation of the '676 Registration under 15 U.S.C. §§ 1051(a), 1053, 1064(1), and 1119 because Plaintiff, on information and belief, was not making and, for a continuous period of at least three or more years prior had not made, bona fide

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use of "Seattle Metropolitans" in commerce in connection with all of the Class 41 Services as of '676 Registration's application filing date.

- 3. Under 15 U.S.C. § 1051(a), only the "owner of a trademark used in commerce may request registration of its trademark." This provision is made applicable to service marks under Section 3 of the Act, 15 U.S.C. § 1053. Thus, for an application filed on the basis of actual use, use in commerce must have been made before the filing date of the application or the application is void.
- 4. Under 15 U.S.C. § 1127, the term "use in commerce" means "the bona fide use of a mark in the ordinary course of trade, and not made merely to reserve a right in a mark."
- 5. On information and belief, as of the March 2, 2021, application filing date for the '676 Registration, Plaintiff was not making and, for a continuous period of at least three or more years prior had not made, bona fide use of "Seattle Metropolitans" as a mark in connection with all of the Class 41 Services in any type of commerce that can be regulated by the U.S. Congress.
- 6. Accordingly, Plaintiff could not claim actual use of the applied for "Seattle Metropolitans" mark in connection with all of the recited Class 41 Services as of the filing date of the '676 Registration, and the '676 Registration is void ab initio as to those Class 41 Services for which there was no use.
- 7. Pursuant to 15 U.S.C. § 1064, the Kraken has standing to bring this claim because the Kraken believes that it is being and will be damaged by the continued registration of the '676 Registration for the Class 41 Services insofar as Plaintiff will maintain statutory rights in "Seattle Metropolitans" in connection with the Class 41 Services, when in fact, Plaintiff is not entitled to the full scope of such rights by virtue of Plaintiff's lack of use of the mark in commerce for the Class 41 Services as of the application filing date.

COUNT 3: Refusal of U.S. Trademark Registration Application No. 98331136 (Mere

2 **Descriptiveness**)

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1. The Kraken repeats and incorporates by reference the allegations in the preceding paragraphs of the Counterclaims as if fully set forth herein.

2. The Kraken seeks refusal of the '136 Application under 15 U.S.C. §§ 1052(e), 1063(a), and 1119 because the "S Seattle" logo is merely descriptive of an ingredient, quality, characteristic, function, feature, purpose, or use of the Class 41 Services for which Plaintiff seeks registration.

- 3. Performance of services involving the display of memorabilia and artifacts and the provision of information pertaining to the historical Seattle Metropolitans hockey team necessitate usage of the "S Seattle" logo. Moreover, given the logo's historical meaning and significance, consumers encountering the "S Seattle" logo in the context in which the Class 41 Services are offered will not perceive the use of the "S Seattle" logo as functioning as a trademark, i.e., indicating a single commercial source of the services, but rather as a description of the historical Seattle Metropolitans hockey team.
- 4. To the extent Plaintiff can show that it has made any use of the "S Seattle" logo in connection with the Class 41 Services, such use was neither substantially exclusive nor of a nature, length, and extent to give rise to acquired distinctiveness in the "S Seattle" logo in connection with the Class 41 Services, whether as of the time the '136 Application was filed or anytime thereafter. This is particularly true in view of the multiple instances of prior and concurrent use of the "S Seattle" logo in connection with providing a website featuring information regarding the history of the hockey team. For this reason, the '136 Application should be refused.

5. Pursuant to 15 U.S.C. § 1064, the Kraken has standing to bring this claim because the Kraken believes that it will be damaged by the registration of the "S Seattle" logo for the Class 41 Services insofar as Plaintiff will obtain statutory rights in the "S Seattle" logo in connection with the Class 41 Services, when in fact, Plaintiff is not entitled to the full scope of such rights by virtue of the mere descriptiveness of the logo and the absence of any acquired distinctiveness as of the application filing date, and insofar as Plaintiff seeks to rely on such rights in this action to prevent the Kraken from using the "S Seattle" logo to refer to the history of the historical Seattle Metropolitans hockey team as part of Seattle's hockey history.

COUNT 4: Refusal of U.S. Trademark Registration Application No. 98331136 (No Use in Commerce)

- 1. The Kraken repeats and incorporates by reference the allegations in the preceding paragraphs of the Counterclaims as if fully set forth herein.
- 2. The Kraken seek refusal of '136 Application under § 1163(a) because Plaintiff, on information and belief, was not making and, for a continuous period of at least three or more years prior had not made, bona fide use of the "S Seattle" logo in commerce for all of the Class 41 Services recited in the '136 Application.
- 3. On information and belief, as of the December 26, 2023 application filing date for the '136 Application, Plaintiff was not making and, for a continuous period of at least three or more years prior had not made, bona fide use of the "S Seattle" logo as a trademark in connection with some or all of the Class 41 Services in any type of commerce that can be regulated by the U.S. Congress. Accordingly, Plaintiff cannot claim actual use of the applied for "S Seattle" logo in connection with those Class 41 Services and the '136 Application is void *ab initio*.

1	9. Pursuant to 15 U.S.C. §§ 1063, 1119, the Kraken has standing to bring this claim				
2	because the Kraken will be damaged by the registration of the '136 Application insofar as				
3	Plaintiff will obtain statutory rights in the "S Seattle" logo in connection with the Class 41				
4	Services, when in fact Plaintiff is not entitled to the full scope of such rights by virtue of its lack				
5	of use of the "S Seattle" logo in commerce for the Class 41 Services as of the application filing				
6	date.				
7	PRAYER FOR RELIEF				
8	WHEREFORE, the Kraken prays for judgment as follows:				
9	1. That Plaintiff take nothing by way of the First Amended Complaint;				
10	2. That the First Amended Complaint and its purported causes of action be dismissed				
11	with prejudice;				
12	3. That the Court award Defendant its fees, expenses, and costs to the full extent				
13	permitted by law; and				
14	4. That the Court award such other relief as it deems just and proper under the				
15	circumstances.				
16	5. Directing, pursuant to Section 37 of the Lanham Act, 15 U.S.C. § 1119, the partial				
17	cancellation of U.S. Trademark Registration Number 6777676 as to the Class 41 Services and the				
18	refusal of U.S. Application Serial No. 98331136.				
19	6. That Defendant be awarded such other relief as the Court deems just, lawful, or				
20	equitable.				
21	JURY TRIAL DEMAND				
22	The Kraken respectfully demand a trial by jury on all claims and issues so triable.				
23					
24					

1	DATED 26th day of February, 2024.	
2		Davis Wright Tremaine LLP
3		Attorneys for Defendant Seattle Hockey Partners LLC
4		s/Bonnie MacNaughton
5		Bonnie MacNaughton, WSBA # 36110 920 Fifth Avenue, Suite 3300
6		Seattle, WA 98104-1604 Tel: (206) 622-3150
_		Fax: (206) 757-7700
7		Email: bonniemacnaughton@dwt.com
8		s/ John D. Freed
9		John D. Freed, <i>Pro Hac Vice</i> 50 California Street, Floor 23
		San Francisco, CA 94111
10		Tel: (415) 276-6500
11		Fax: (415) 276-6599 Email: jakefreed@dwt.com
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EXHIBIT A

Generated on: This page was generated by TSDR on 2024-02-22 16:17:50 EST

Mark: SEATTLE KRAKEN

SEATTLE KRAKEN

US Serial Number: 90065011 Application Filing Jul. 21, 2020

Date:

US Registration 6487799 Registration Date: Sep. 14, 2021

Number:

Register: Principal

Mark Type: Trademark

TM5 Common Status
Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Sep. 14, 2021

Publication Date: Dec. 15, 2020Notice of Allowance Date: Feb. 09, 2021

Mark Information

Mark Literal SEATTLE KRAKEN

Elements:

Standard Character Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Claim:

Mark Drawing 4 - STANDARD CHARACTER MARK

Type:

Disclaimer: "SEATTLE"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [..] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Clothing, namely, bandanas, baseball caps, beach cover-ups, belts, body suits, boxer shorts, cloth bibs, coats, dresses, footwear, ear muffs, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rain wear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors being headwear, suspenders, sweaters, sweatpants,

U.S Class(es): 022, 039

sweatshirts, swimsuits, swim trunks, t-shirts, ties, toques, underwear, vests, warm-up suits and wristbands

International 025 - Primary Class

Class(es):

Class Status: ACTIVE

Basis: 1(a)

First Use: Jul. 23, 2020 Use in Commerce: Jul. 23, 2020

Basis Information (Case Level)

Filed Use: No Currently Use: Yes Filed ITU: Yes Currently ITU: No

Filed 44D: No

Filed 44E: No

Currently 44E: No

Currently 44E: No

Filed 66A: No Currently 66A: No Filed No Basis: No Currently No Basis: No

Current Owner(s) Information

Owner Name: SEATTLE HOCKEY PARTNERS LLC

Owner Address: 10601 5th Avenue NE

Seattle, WASHINGTON UNITED STATES 98125

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country DELAWARE

Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Thomas H. Prochnow

Attorney Primary tprochnow@nhl.com Email Address: Attorney Email Yes Authorized:

Correspondent

Correspondent Thomas H. Prochnow **Name/Address:** NHL Enterprises, L.P.

395 Ninth Avenue
One Manhattan West

New York, NEW YORK UNITED STATES 10001

Correspondent e- gbueti@nhl.com tprochnow@nhl.com LMcEvoy@ Co

mail: nhl.com anunez@nhl.com

Correspondent e- Yes mail Authorized:

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Sep. 29, 2022	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	
Sep. 29, 2022	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Sep. 29, 2022	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Sep. 29, 2022	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Sep. 29, 2022	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
Nov. 04, 2021	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Nov. 04, 2021	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Nov. 04, 2021	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Sep. 14, 2021	REGISTERED-PRINCIPAL REGISTER	
Aug. 12, 2021	NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED	
Aug. 11, 2021	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Aug. 10, 2021	STATEMENT OF USE PROCESSING COMPLETE	
Jul. 29, 2021	USE AMENDMENT FILED	
Aug. 10, 2021	CASE ASSIGNED TO INTENT TO USE PARALEGAL	
Jul. 29, 2021	TEAS STATEMENT OF USE RECEIVED	
May 19, 2021	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Feb. 09, 2021	NOA E-MAILED - SOU REQUIRED FROM APPLICANT	
Dec. 15, 2020	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Dec. 15, 2020	PUBLISHED FOR OPPOSITION	
Nov. 25, 2020	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Nov. 09, 2020	APPROVED FOR PUB - PRINCIPAL REGISTER	
Nov. 04, 2020	EXAMINER'S AMENDMENT ENTERED	
Nov. 04, 2020	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	
Nov. 04, 2020	EXAMINERS AMENDMENT E-MAILED	
Nov. 04, 2020	EXAMINERS AMENDMENT -WRITTEN	
Nov. 04, 2020	ASSIGNED TO EXAMINER	

Aug. 19, 2020 NEW APPLICATION OFFICE SUPPLIED DATA ENTERED

Jul. 24, 2020 NEW APPLICATION ENTERED

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION Date in Location: Aug. 11, 2021

Assignment Abstract Of Title Information

Summary

Total Assignments: 2 Registrant: SEATTLE HOCKEY PARTNERS LLC

Assignment 1 of 2

Conveyance: SECURITY INTEREST

Reel/Frame: 7278/0059 Pages: 7

Date Recorded: May 03, 2021

Supporting assignment-tm-7278-0059.pdf

Documents:

Assignor

Name: SEATTLE HOCKEY PARTNERS LLC Execution Date: Apr. 30, 2021

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country DELAWARE

Where Organized:

Assignee

Name: NATIONAL HOCKEY LEAGUE

Legal Entity Type: UNINC. ASSOCIATION State or Country NEW YORK

Where Organized:

Address: 1185 AVENUE OF THE AMERICAS

NEW YORK, NEW YORK 10036

Correspondent

Correspondent AL LUCIA

Name:

Correspondent PROSKAUER ROSE LLP

Address: ELEVEN TIMES SQUARE

NEW YORK, NY 10036-8299

Domestic Representative - Not Found

Assignment 2 of 2

Conveyance: TRADEMARK SECURITY AGREEMENT

Reel/Frame: <u>7282/0943</u> Pages: 7

Date Recorded: May 06, 2021

Supporting assignment-tm-7282-0943.pdf

Documents:

Assignor

Name: SEATTLE HOCKEY PARTNERS LLC Execution Date: Apr. 30, 2021

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country DELAWARE

Where Organized:

Assignee

Name: CITIBANK, N.A.

Legal Entity Type: NATIONAL BANKING ASSOCIATION State or Country ALABAMA

Where Organized:

Address: 153 EAST 53RD STREET, 18TH FLOOR

THE CITIGROUP PRIVATE BANK, ATTENTION: JOHN GLEESON

NEW YORK, NEW YORK 10022

Correspondent

Correspondent SHOKO NARUO

Name:

Correspondent ONE US BANK PLAZA
Address: THOMPSON COBURN LLP

ST. LOUIS, MO 63101

Domestic Representative - Not Found

Proceedings

Summary

Number of 2 Proceedings:

Type of Proceeding: Opposition

Proceeding 91283166

Number:

Filing Date: Feb 01, 2023

Status: Terminated Status Date: May 03, 2023

Interlocutory YONG OH (RICHARD) KIM

Attorney:

Defendant

Name: Sean Halligan

Correspondent SEAN HALLIGAN
Address: 10210 NE CASEY ST

BAINBRIDGE ISLAND WA UNITED STATES, 98110

Correspondent e- sean_hal@msn.com, tmapp@legalzoom.com

mail:

Associated marks

Mark

Application Status

Serial Number

Registration Number

KRAK ADDIKT

97127153

Plaintiff(s)

Name: Seattle Hockey Partners LLC

Correspondent JIA WANG

Address: NHL ENTERPRISES, L.P.

ONE MANHATTAN WEST, 395 NINTH AVENUE NEW YORK NY UNITED STATES , 10001

Correspondent e- jwang@nhl.com, tprochnow@nhl.com, anunez@nhl.com, klynch@nhl.com, gbueti@nhl.com

mail:

Associated marks			
Mark	Application Status	Serial Number	Registration Number
SEATTLE KRAKEN		90065011	6487799
SEATTLE KRAKEN		90065020	6577557
S		90068889	<u>6450361</u>
S		90068891	6577561
	Prosecution History		

	Prosecution History		
Entry Number	History Text	Date	Due Date
6	TERMINATED	May 03, 2023	
5	BD DECISION: OPP SUSTAINED	May 03, 2023	
4	NOTICE OF DEFAULT	Mar 24, 2023	
3	INSTITUTED	Feb 01, 2023	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Feb 01, 2023	Mar 13, 2023
1	FILED AND FEE	Feb 01, 2023	

Type of Proceeding: Opposition

Proceeding 91280858

Number:

Filing Date: Oct 05, 2022

Status Date: Jan 09, 2023

Status: Terminated
Interlocutory ASHLEY D HAYES

Attorney:

Defendant

Name: Thomas Banas

Correspondent MARK BORGHESE
Address: BORGHESE LEGAL, LTD.

10161 PARK RUN DRIVE, SUITE 150 LAS VEGAS NV UNITED STATES , 89145

 $\textbf{Correspondent e-} \quad \underline{mark@borgheselegal.com} \ , \ \underline{docket@borgheselegal.com} \ , \ \underline{docket@borgheselegal.com} \$

mail:

Associated marks			
Mark	Application Status	Serial Number	Registration Number
KRAK 'EM		90799563	
Pla	intiff(s)		

Name: Seattle Hockey Partners LLC

Correspondent ANNA ROSENBLATT
Address: NHL ENTERPRISES, L.P.

ONE MANHATTAN WEST, 395 NINTH AVENUE NEW YORK NY UNITED STATES , 10001

Correspondent e- arosenblatt@nhl.com, tprochnow@nhl.com, klynch@nhl.com, jwang@nhl.com, anunez@nhl.com, gbueti@nhl.com, stephen.john@

mail: nhl.com, jkuh@nhl.com

Associated marks				
Mark		Application Status	Serial Number	Registration Number
SEATTLE KRAKEN			90065011	6487799
SEATTLE KRAKEN			90065020	6577557
	Prosecution History	ory		

	1 To Secution Thistory		
Entry Number	History Text	Date	Due Date
6	TERMINATED	Jan 09, 2023	
5	BD DECISION: OPP SUSTAINED	Jan 09, 2023	
4	NOTICE OF DEFAULT	Nov 25, 2022	
3	INSTITUTED	Oct 05, 2022	
2	NOTICE AND TRIAL DATES SENT; ANSWER DUE:	Oct 05, 2022	Nov 14, 2022
1	FILED AND FEE	Oct 05, 2022	

EXHIBIT B



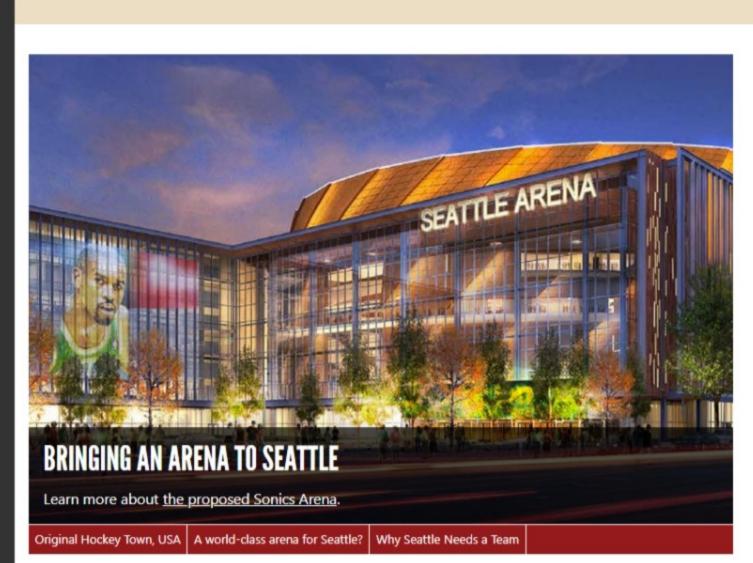


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Countdown to the 100th anniversary of Seattle Metropolitans' first game:

Celebrate with us on December 7, 2015

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LATEST NEWS

Focus shifts from NBA to NHL for arena

Environmental report on new arena done by May 7

ESPN talks about bringing the NHL to Seattle

10 reasons for the NHL to expand to Seattle

Investor groups forming to bring NHL or NBA team to Seattle

Mayor meets with NHL, NBA commissioners

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PAST GLORY



1916-17 DIVISION CHAMPIONS

1918-19 **PCHA** DIVISION CHAMPIONS

1919-20 **PCHA** DIVISION CHAMPIONS



S VS A

1917 STANLEY **CUP CHAMPIONS**





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This page was created in the hopes of getting people together to revive the Seattle Metropolitans. NHL has been voicing their intent to have an expansion team in Seattle and we believe if we can get enough people to voice our desire to bring back the first American team to win the Stanley Cup, it can happen.

The Williams



ABOUT US HOME TEAM RESULTS STATS NEWS SHOP









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31 Jul 2015 - 2 Oct 2023

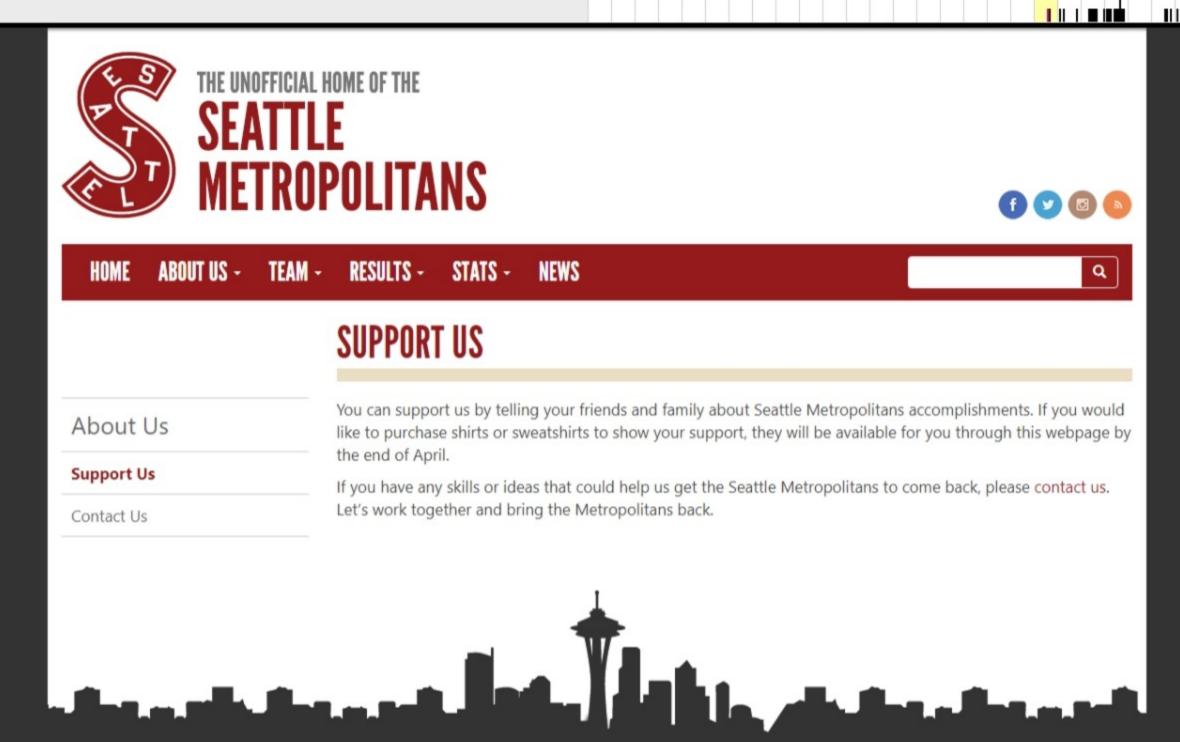
Case 2:23-cv-01989-JLR Document 15 Filed 02/26/24 Page 57 of 138













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EXHIBIT C





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RESULTS -STATS -

HISTORY

Team History

1917 Stanley Cup

Historical News

The Pacific Coast Hockey Association (PCHA) was the brainchild of the Patrick family — brothers Frank and Lester, both former professional hockey players who moved west to assist in the family lumber business. With the financial support of their father Joe they financed the new league, which began play in British Columbia in 1912. The circuit quickly grew in prestige as the Patricks offered lucrative contracts to entice many of the best players from the National Hockey Association to come out west.

Seattle joined the league for the 1915-16 season with the construction of a new indoor artificial ice rink, the Seattle Arena, and a new team — the Metropolitans. The Mets, as they were known, rounded out the circuit of four teams, with other clubs in Vancouver, Victoria, and Portland.

1915-16

The Mets earned a 3-2 win at home against Victoria in their inaugural contest. Coach and manager Pete Muldoon led an excellent squad that included three future Hall-of-Famers — forwards Frank Foyston and Jack Walker, and goaltender Harry Holmes.

Seattle finished with a respectable 9-9 record, tied with Vancouver in second place. Bernie Morris paced the team and the league in goals with 23, though overall the Mets lacked a balanced offensive threat. Injuries were hard on the team from beginning to end, and with the small rosters of the PCHA missing games wasn't an option, so many skaters played with injuries on a regular basis.

On a positive note, the Mets finished with a 7-3 record at home (one "road" game against Victoria was actually played in Seattle) and drew good crowds all year. The people of Seattle had taken to hockey.

1916-17



1917 WORLD CHAMPIONS

With a win on the road in Portland in the final game of the season, the Mets clinched the league championship on the strength of a 16-8 record. Bernie Morris led the league in scoring (37-17-54) while Frank Foyston, coming back from a disappointing 1915-16 campaign, finished third (36-12-48). The championship gave the Mets the right to host the winner of the NHA for the Stanley Cup, and by March the Montreal Canadiens were headed west for the series.

The Canadiens surprised the Mets with a decisive 8-4 win in the opening contest on March 17.

the winners share of the receipts split by the Mets players amounted to a paltry \$180 per man.

Montreal showed no signs of wear from the long trip west, and the Mets appeared to have their hands full. However, the Mets rebounded with two wins of their own, 6-1 and 4-1, and now held a lead in the best-of-five series. The fourth game was played on March 26 in front of a standing room crowd at the Arena. The Mets got on the board early and never looked back, crushing the Canadiens 9-1 to become the first American team to win the

before the players got to see the trophy. The Mets outscored Montreal 23-10 in the series, with Morris and Foyston leading the Seattle attack with 14 and seven goals respectively. Six of Morris' goals came in the fourth and final game. After all the costs were deducted,

Stanley Cup. Unfortunately the Canadiens didn't bring the Cup out west with them, and it would be months

1917-18

The Mets started the season without some of their most important contributors. Manager Pete Muldoon took a coaching job in Oregon, while goaltender Harry Holmes spent the season in Toronto. Foyston was still with the club, but he sat out the first five games while the Canadian armed forces decided his draft status.

Despite the challenges, the Mets again finished atop the PCHA with a 11-7 record. However, the now three-team league instituted a playoff system for the championship, so the Mets had to face Vancouver in a two game, total goals playoff series. The first game, in Vancouver, ended a 2-2 tie. The second game was an upset, with Vancouver coming away with a 1-0 win and the series, handing the Mets only their second home loss of the season.

1918-19

Muldoon and Holmes returned to the fold, but though the club got out to a quick start a five game losing streak put them at 5-6. A strong second half got them to 11-9 by year end, good enough for second behind Vancouver. Another two-game playoff ensued, with the Mets winning the opener 6-1 and, despite losing 4-1 in the second game, earning a series win on total goals, 7-5. Once again the Mets earned the right to play for the Stanley Cup, and once again it was the Montreal Canadiens who had to make the long trek west (the series alternated hosts each season — since the NHA champs hosted the series in 1917-18, the PCHA hosted in 1918-19).



1919-20

PCHA

DIVISION

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1916-17

PCHA

DIVISION

CHAMPIONS 1

The Mets held a two games to one lead in the series going into the fourth game which, despite a 20-minute overtime, ended in a 0-0 tie. Montreal won the fifth game, bringing the series to a 2-2-1 stalemate and forcing a decisive and previously unscheduled sixth game. What happened next is part of hockey lore. The Spanish Flu epidemic that was sweeping the globe in the wake of World War I finally reached Seattle, and a number of players from both teams became ill. The Canadiens were hit particularly hard, and the Seattle health department stepped in and cancelled the game citing a fear of spreading the flu in such a crowded environment. One of the Canadiens, Joe Hall, succumbed to the illness and died in a Seattle hospital on April 5. The series was called off, and the Stanley Cup was not awarded in 1919.

1919-20

The Metropolitans finished the season at 12-10 and for the third straight year faced Vancouver in the PCHA playoff. Vancouver took the first game of the series 3-1 in Seattle, but fell at home in the rematch 6-0, losing the series to the Mets on goals by a margin of 7-3.

This time the Mets had to travel to play for the Stanley Cup, taking the long train ride east to face CHAMPIONS the NHA champion Ottawa Senators. The Senators played on an outdoor, natural rink, and unseasonably warm weather turned the rink into a slush pit as the teams split the first four games. Conditions became so bad that the fifth and final game was moved to the indoor artificial rink in Toronto. The Mets kept it close at 1-1 through the first two periods, but an injury to defenseman Bobby Rowe left the team shorthanded and the Senators picked up five unanswered goals in the third to win the series. It was the last time a Seattle team competed for the Stanley Cup.

1920-21

The Mets played in six overtime games over the course of the season, including a marathon 120-minute 4-4 tie against Victoria. A 12-11-1 record was good enough for another trip to the playoffs, yet again facing Vancouver. This time the Millionaires would not be denied, crushing the Mets 7-0 and 6-2 to win the series. Frank Foyston (26) and Jim Riley (23) finished in the top two spots in league goal scoring.

1921-22

For the fifth straight year Seattle and Vancouver met in the PCHA playoff, and for the second straight season the Millionaires got the best of the Mets, this time with a pair of 1-0 wins.

1922-23

The Mets survived an early season scare when forward Bernie Morris accidentally poisoned himself, keeping him out of the lineup for over two weeks. Fortunately Morris recovered, and due to a lull in the schedule he only missed on league game.

The Mets went into the last game of the season tied with Victoria, and the winner would earn the right to face Vancouver in the playoff. Seattle took a beating, falling behind early 5-0 and eventually losing by a score of 9-2. It was the first time the Mets did not make the playoff since the system was introduced during the 1918-19 season.

1923-24

STATS

The Mets finished the season with a 14-16 record, but ironically this was good enough for a tie with Vancouver for the top spot due to the new interlocking schedule with the WCHL. For the sixth and final time the two teams met for the PCHA crown. After a 2-2 tie in the opening game in Seattle, the teams finished regulation in the second game deadlocked at 1-1. Frank Boucher got the winner in overtime to dash the Mets hopes of one last shot at the Cup. Following the 1923-24 season the team was disbanded and the vaunted Arena converted into a parking garage.

In nine seasons the Mets had been impressive, with a 112-96-2 regular season record, a 73-30 home record, and three trips to the Stanley Cup finals. Despite the loss of the team and the disappearance of hockey from Seattle for the next four years, a number of former Mets were important figures in Seattle's hockey future. Pete Muldoon helped bring the game back to Seattle in 1928, Jack Walker returned as a player and a referee, and Frank Foyston spent time behind the bench and brought the city another championship. Courtesy of Jeff Obermeyer at SeattleHockey.net.



RESULTS

NEWS



EXHIBIT D

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The Pacific Coast Hockey Association (PCHA) was the brainchild of the Patrick family - brothers Frank and Lester, both former professional hockey players who moved west to assist in the family lumber business. With the financial support of their father Joe they financed the new league, which began play in British Columbia in 1912. The circuit quickly grew in prestige as the Patricks offered lucrative contracts to entice many of the best players from the National Hockey Association to come out west.

Seattle joined the league for the 1915-16 season with the construction of a new indoor artificial ice rink, the Seattle Arena, and a new team - the Metropolitans. The Mets, as they were known, rounded out the circuit at four teams, with other clubs in Vancouver, Victoria, and Portland.



1915-16 - The Mets earned a 3-2 win at home against Victoria in their inaugural contest. Coach and manager Pete Muldoon (left) led an excellent squad that included three future Hall-of-Famers - forwards Frank Foyston and Jack Walker, and goaltender Harry Holmes.

Seattle finished with a respectable 9-9 record, tied with Vancouver in second place. Bernie Morris paced the team and the league in goals with 23, though overall the Mets lacked a balanced offensive threat. Injuries were hard on the team from beginning to end, and with the small rosters of the PCHA missing games wasn't an option, so many skaters played with injuries on a regular basis.

On a positive note, the Mets finished with a 7-3 record at home (one "road" game against Victoria was actually played in Seattle) and drew good crowds all year. The people of Seattle had taken to hockey.

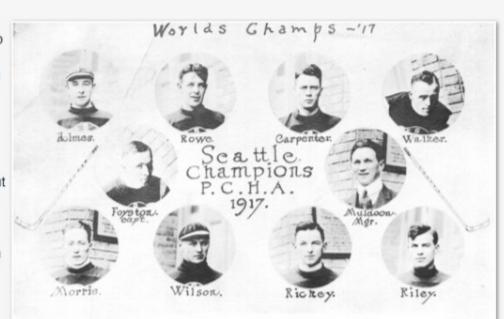
1916-17 - With a win on the road in Portland in the final game of the season, the Mets clinched the league championship on the strength of a 16-8 record. Bernie Morris led the league in scoring (37-17-54) while Frank Foyston, coming back from a disappointing 1915-16 campaign, finished third (36-12-48). The championship gave the Mets the right to host the winner of the NHA for the Stanley Cup, and by March the Montreal Canadiens were headed west for the series.

Courtesy of Dave Eskenzai

The Canadiens surprised the Mets with a decisive 8-4 win in the opening contest on March 17. Montreal showed no signs of wear from the long trip west, and the Mets appeared to have their hands full. However, the Mets rebounded with two wins of their own, 6-1 and 4-1, and now held a lead in the best-of-five series.

The fourth game was played on March 26 in front of a standing room crowd at the Arena. The Mets got on the board early and never looked back, crushing the Canadiens 9-1 to become the first American team to win the Stanley Cup. Unfortunately the Canadiens didn't bring the Cup out west with them, and it would be months before the players got to see the trophy.

The Mets outscored Montreal 23-10 in the series, with Morris and Foyston leading the Seattle attack with 14 and seven goals respectively. Six of Morris' goals came in the fourth and final game. After all the costs were deducted, the winners share of the receipts split by the Mets players amounted to a paltry \$180 per man.



1917-18 - The Mets started the season without some of their most important contributors. Manager Pete Muldoon took the coaching job in Oregon, while goaltender Harry Holmes spent the season in Toronto. Foyston was still with the club, but he sat out the first five games while the Canadian armed forces decided about his draft status.

Despite the challenges, the Mets again finished atop the PCHA with a 11-7 record. However, the now three-team league instituted a playoff system for the championship, so the Mets had to face Vancouver in a two game, total goals playoff series. The first game, in Vancouver, ended a 2-2 tie. The second game was an upset, with Vancouver coming away with a 1-0 win and the series, handing the Mets only their second home loss of the season.

1918-19 - Muldoon and Holmes returned to the fold, but though the club got out to a quick start a five game losing streak put them at 5-6. A strong second half got them to 11-9 by year end, good enough for second behind Vancouver. Another two-game playoff ensued, with the Mets winning the opener 6-1 and, despite losing 4-1 in the second game, earning a series win on total goals, 7-5. Once again the Mets earned the right to play for the Stanley Cup, and once again it was the Montreal Canadiens who had to make the long trek west (the series alternated hosts each season - since the NHA champs hosted the series in 1917-18, the PCHA hosted in 1918-19).

The Mets held a two games to one lead in the series going into the fourth game which, despite a 20-minute overtime, ended in a 0-0 tie. Montreal won the fifth game, bringing the series to a 2-2-1 stalemate and forcing a decisive and previously unscheduled sixth game. What happened next is part of hockey lore. The Spanish Flu epidemic that was sweeping the globe in the wake of World War I finally reached Seattle, and a number of players from both teams became ill. The Canadiens were hit particularly hard, and the Seattle health department stepped in and cancelled the game citing a fear of spreading the flu in such a crowded environment. One of the Canadiens, Joe Hall, succumbed to the illness and died in a Seattle hospital on April 5. The series was called off, and the Stanley Cup was not awarded in 1919.

1919-20 - The Metropolitans finished the season at 12-10 and for the third straight year faced Vancouver in the PCHA playoff. Vancouver took the first game of the series 3-1 in Seattle, but fell at home in the rematch 6-0, losing the series to the Mets on goals by a margin of 7-3.

This time the Mets had to travel to play for the Stanley Cup, taking the long train ride east to face the NHA champion Ottawa Senators. The Senators played on an outdoor, natural rink, and unseasonably warm weather turned the rink into a slush pit as the teams split the first four games. Conditions became so bad that the fifth and final game was moved to the indoor artificial rink in Toronto. The Mets kept it close at 1-1 through the first two periods, but an injury to defenseman Bobby Rowe left the team shorthanded and the Senators picked up five unanswered goals in the third to win the series. It was the last time a Seattle team competed for the Stanley Cup.



1920-21 - The Mets played in six overtime games over the course of the season, including a marathon 120minute 4-4 tie against Victoria. A 12-11-1 record was good enough for another trip to the playoffs, yet again facing Vancouver. This time the Millionaires would not be denied, crushing the Mets 7-0 and 6-2 to win the series. Frank Foyston (26) and Jim Riley (23) finished in the top two spots in league goal scoring.

1921-22 - For the fifth straight year Seattle and Vancouver met in the PCHA playoff, and for the second straight season the Millionaires got the best of the Mets, this time with a pair of 1-0 wins.

1922-23 - The Mets survived an early season scare when forward Bernie Morris accidentally poisoned himself, keeping him out of the lineup for over two weeks. Fortunately Morris recovered, and due to a lull in the schedule he only missed on league game.

The Mets went into the last game of the season tied with Victoria, and the winner would earn the right to face Vancouver in the playoff. Seattle took a beating, falling behind early 5-0 and eventually losing by a score of 9-2. It was the first time the Mets did not make the playoff since the system was introduced during the 1918-19 season.

1923-24 - The Mets finished the season with a 14-16 record, but ironically this was good enough for a tie with Vancouver for the top spot due to the new interlocking schedule with the WCHL. For the sixth and final time the two teams met for the PCHA crown. After a 2-2 tie in the opening game in Seattle, the teams finished regulation in the second game deadlocked at 1-1. Frank Boucher got the winner in overtime to dash the Mets hopes of one last shot at the Cup.

Courtesy Dave Eskenazi

Following the 1923-24 season the team was disbanded and the vaunted Arena converted into a parking garage. In nine seasons the Mets had been impressive, with a 112-96-2 regular season record, a 73-30 home record, and three trips to the Stanley Cup finals. Despite the loss of the team and the disappearance of hockey from Seattle for the next four years, a number of former Mets were important figures in Seattle's hockey future. Pete Muldoon helped bring the game back to Seattle in 1928, Jack Walker returned as a player and a referee, and Frank Foyston spent time behind the bench and brought the city another championship.

SEATTLE HOCKEY HOME

Questions? Comments? Stories to share? Memorabilia to sell? Send me an email!

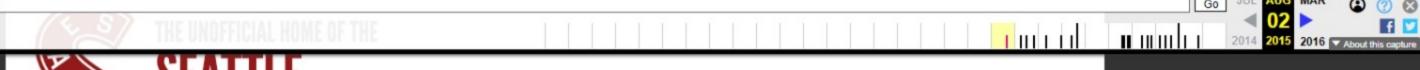
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EXHIBIT E



INTERNET ARCHIVE http://seattle-metropolitans.com/results

23 captures











ABOUT US - TEAM -

RESULTS -STATS -



RESULTS

We've compiled the game results of all the Metropolitans' seasons. Also available are player stats.

NEWS

Data courtesy of JustSportsStats.com.



HOME TEAM STATS SHOP

ABOUT US RESULTS NEWS

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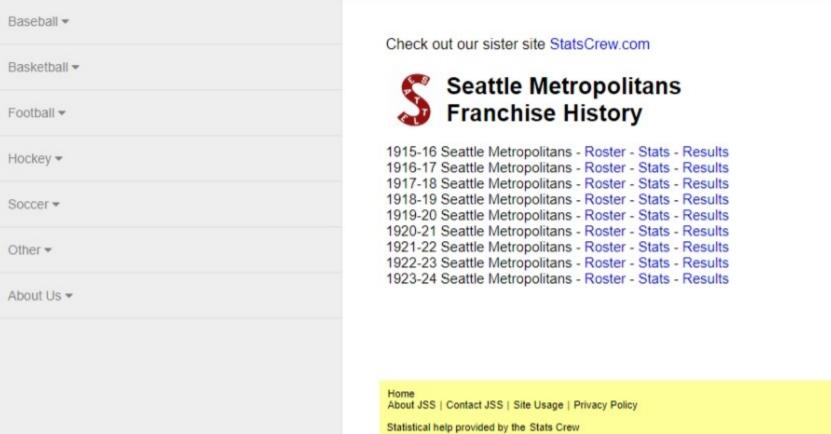






EXHIBIT F





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Trademark/Service Mark Application, Principal Register

Serial Number: 90556011 Filing Date: 03/02/2021

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	90556011
MARK INFORMATION	
*MARK	SEATTLE METROPOLITANS
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	SEATTLE METROPOLITANS
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Seattle Metropolitans Hockey LLC
INTERNAL ADDRESS	Unit 1226
*MAILING ADDRESS	10650 NE 9th Place
*CITY	Bellevue
*STATE (Required for U.S. applicants)	Washington
*COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	98004
*EMAIL ADDRESS	XXXX
LEGAL ENTITY INFORMATION	
ТУРЕ	limited liability company
STATE/COUNTRY/REGION/JURISDICTION/U.S. TERRITORY WHERE LEGALLY ORGANIZED	Washington
GOODS AND/OR SERVICES AND BASIS INFORMATIO)N
INTERNATIONAL CLASS	036
*IDENTIFICATION	Fundraising to help failing local small businesses, and to raise funds for youth hockey programs and skating rinks
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/04/2015
FIRST USE IN COMMERCE DATE	At least as early as 12/04/2015
SPECIMEN FILE NAME(S)	-

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screenshots from Applicant's Facebook page showing use of the mark in connection with the services
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03/02/2021
https://www.facebook.com/seattlemetros
03/02/2021
041
Museum services, namely display of memorabilia and artifacts pertaining to the Seattle Metropolitans Hockey Team, and providing information regarding the history of the Seattle Metropolitans Hockey Team; conducting landmark artifact tour; and organizing, arranging, and conducting hockey games
SECTION 1(a)
At least as early as 12/04/2015
At least as early as 12/04/2015
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SPECIMEN DESCRIPTION	screenshots from Applicant's website and Facebook page showing use of the mark in connection with the services
WEBPAGE URL	http://seattle-metropolitans.com/
WEBPAGE DATE OF ACCESS	03/02/2021
WEBPAGE URL	https://www.facebook.com/seattlemetros
WEBPAGE DATE OF ACCESS	03/02/2021
ATTORNEY INFORMATION	
NAME	E. Russell Tarleton
ATTORNEY DOCKET NUMBER	540101.20001
ATTORNEY BAR MEMBERSHIP NUMBER	XXX
YEAR OF ADMISSION	XXXX
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX
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ZIP/POSTAL CODE	98104
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FAX	206-682-6031
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OTHER APPOINTED ATTORNEY	Kevin S. Costanza, Jared M. Barrett, Hayley J. Talbert, Syed Abedi, Duncan Stark, Russell C. Pangborn, Marc C. Levy, Brooke W. Quist, Kevan L. Morgan, Stephen J. Rosenman, Bradley Zentz, Brigid C. Mahoney, and Thomas A. Shewmake
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PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE	USTM.docketing@SeedIP.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)	NOT PROVIDED
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS Standard
NUMBER OF CLASSES	2
APPLICATION FOR REGISTRATION PER CLASS	350

Case 2:23-cv-01989-JLR Document 15 Filed 02/26/24 Page 70 of 138

*TOTAL FEES DUE	700
*TOTAL FEES PAID	700
SIGNATURE INFORMATION	
SIGNATURE	/E. Russell Tarleton/
SIGNATORY'S NAME	Tarleton, E. Russell
SIGNATORY'S POSITION	Attorney for Applicant, Washington State Bar Member
SIGNATORY'S PHONE NUMBER	206-622-4900
DATE SIGNED	03/02/2021
SIGNATURE METHOD	Sent to third party for signature

PTO- 1478

Approved for use through 02/28/2021, OMB 0651-0009

LLS Patent and Trademark Office: LLS DEPARTMENT OF COMMERCE

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Trademark/Service Mark Application, Principal Register

Serial Number: 90556011 Filing Date: 03/02/2021

To the Commissioner for Trademarks:

MARK: SEATTLE METROPOLITANS (Standard Characters, see mark)

The literal element of the mark consists of SEATTLE METROPOLITANS. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, Seattle Metropolitans Hockey LLC, a limited liability company legally organized under the laws of Washington, having an address of

Unit 1226 10650 NE 9th Place Bellevue, Washington 98004 **United States** XXXX

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 036: Fundraising to help failing local small businesses, and to raise funds for youth hockey programs and skating rinks

In International Class 036, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 12/04/2015, and first used in commerce at least as early as 12/04/2015, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) screenshots from Applicant's Facebook page showing use of the mark in connection with the services.

Original PDF file:

SPE0-1-24175316-202103021 35926444005_._SEATTLE_MET ROPOLITANS_-_Class_36.pdf

Converted PDF file(s) (7 pages)

Specimen File1

Specimen File2

Specimen File3

Specimen File4

Specimen File5

Specimen File6

Specimen File7

Webpage URL: https://www.facebook.com/793847297292770/posts/1067983263212504/?d=n

Webpage Date of Access: 03/02/2021

Webpage URL: https://www.facebook.com/seattlemetros

Webpage Date of Access: 03/02/2021

International Class 041: Museum services, namely display of memorabilia and artifacts pertaining to the Seattle Metropolitans Hockey Team, and providing information regarding the history of the Seattle Metropolitans Hockey Team; conducting landmark artifact tour; and organizing, arranging, and conducting hockey games

In International Class 041, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 12/04/2015, and first used in commerce at least as early as 12/04/2015, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) screenshots from Applicant's website and Facebook page showing use of the mark in connection with the services.

Original PDF file:

SPE0-24175316-20210302135 926444005_._SEATTLE_METRO POLITANS_-_Class_41.pdf

Converted PDF file(s) (7 pages)

Specimen File1

Specimen File2

Specimen File3

Specimen File4

Specimen File5

Specimen File6

Specimen File7

Webpage URL: http://seattle-metropolitans.com/

Webpage Date of Access: 03/02/2021

Webpage URL: https://www.facebook.com/seattlemetros

Webpage Date of Access: 03/02/2021

The owner's/holder's proposed attorney information: E. Russell Tarleton. Other appointed attorneys are Kevin S. Costanza, Jared M. Barrett, Hayley J. Talbert, Syed Abedi, Duncan Stark, Russell C. Pangborn, Marc C. Levy, Brooke W. Quist, Kevan L. Morgan, Stephen J. Rosenman, Bradley Zentz, Brigid C. Mahoney, and Thomas A. Shewmake. E. Russell Tarleton of Seed IP Law Group LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Suite 5400

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Seattle, Washington 98104

United States

206-622-4900(phone)

206-682-6031(fax)

USTM.docketing@SeedIP.com

The docket/reference number is 540101.20001.

E. Russell Tarleton submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

E. Russell Tarleton

PRIMARY EMAIL FOR CORRESPONDENCE: USTM.docketing@SeedIP.com SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the applicant owner/holder and the applicant owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$700 has been submitted with the application, representing payment for 2 class(es).

Declaration

V Basis:

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce and was in use in commerce as of the filing date of the application on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application and was used on or in connection with the goods/services in the application as of the application filing date; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. \S 1051(b), \S 1126(d), and/or \S 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce and had a bona fide intention to use the mark in commerce as of the application filing date on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the

Case 2:23-cv-01989-JLR Document 15 Filed 02/26/24 Page 73 of 138

mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.

- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ☑ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /E. Russell Tarleton/ Date: 03/02/2021

Signatory's Name: Tarleton, E. Russell

Signatory's Position: Attorney for Applicant, Washington State Bar Member

Signatory's Phone Number: 206-622-4900

Signature method: Sent to third party for signature

Payment Sale Number: 90556011 Payment Accounting Date: 03/02/2021

Serial Number: 90556011

Internet Transmission Date: Tue Mar 02 18:06:02 ET 2021

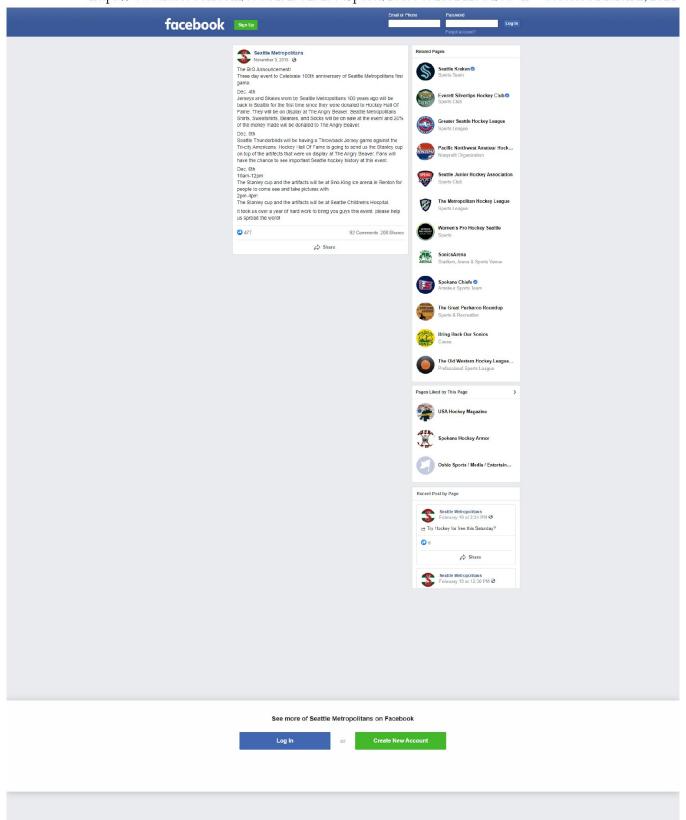
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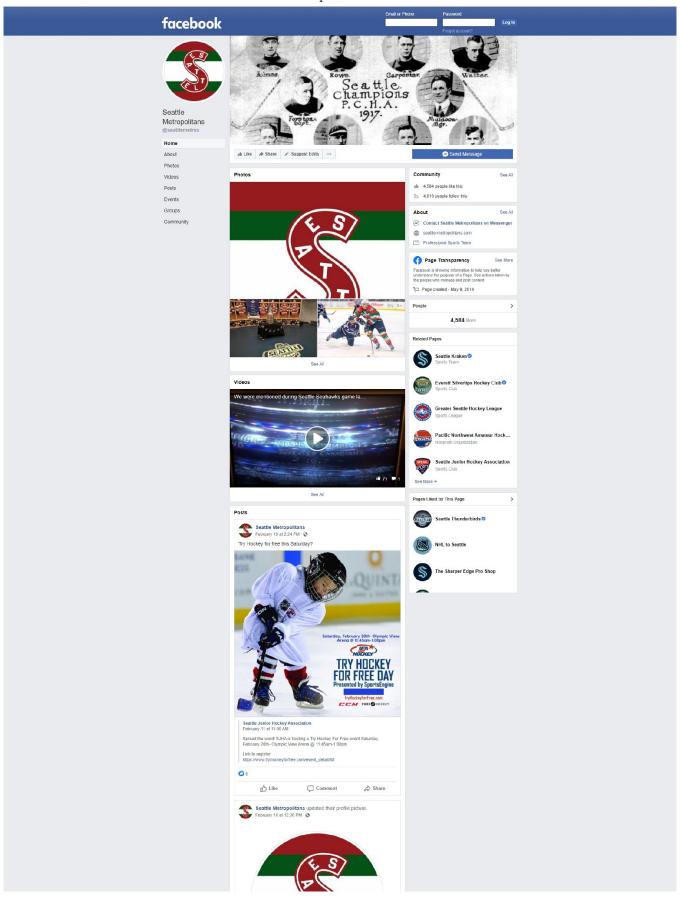
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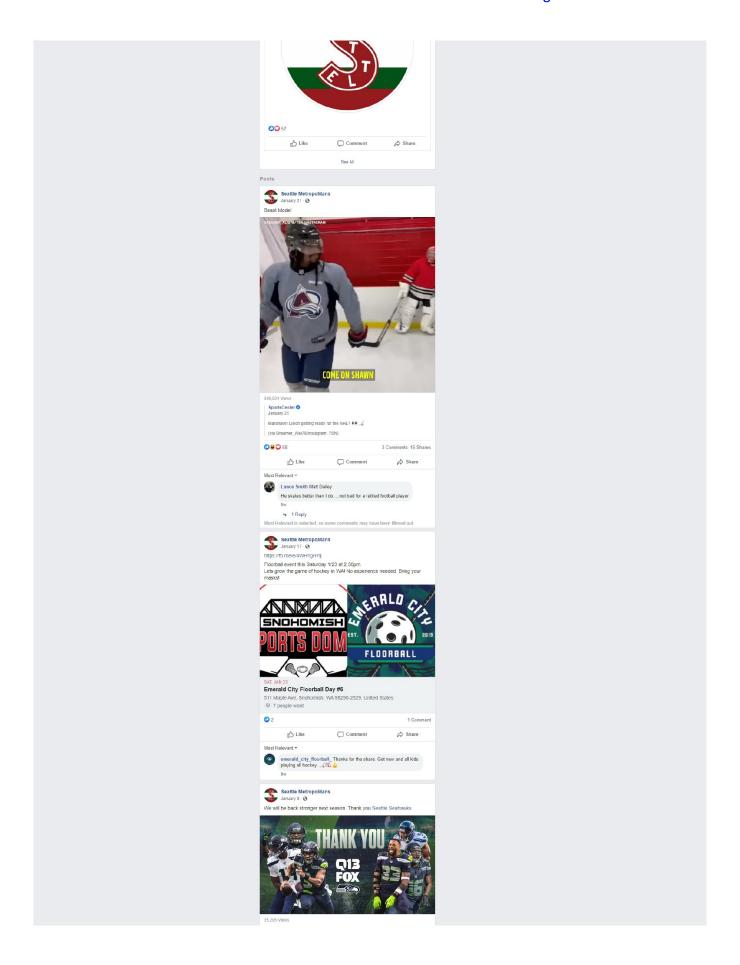
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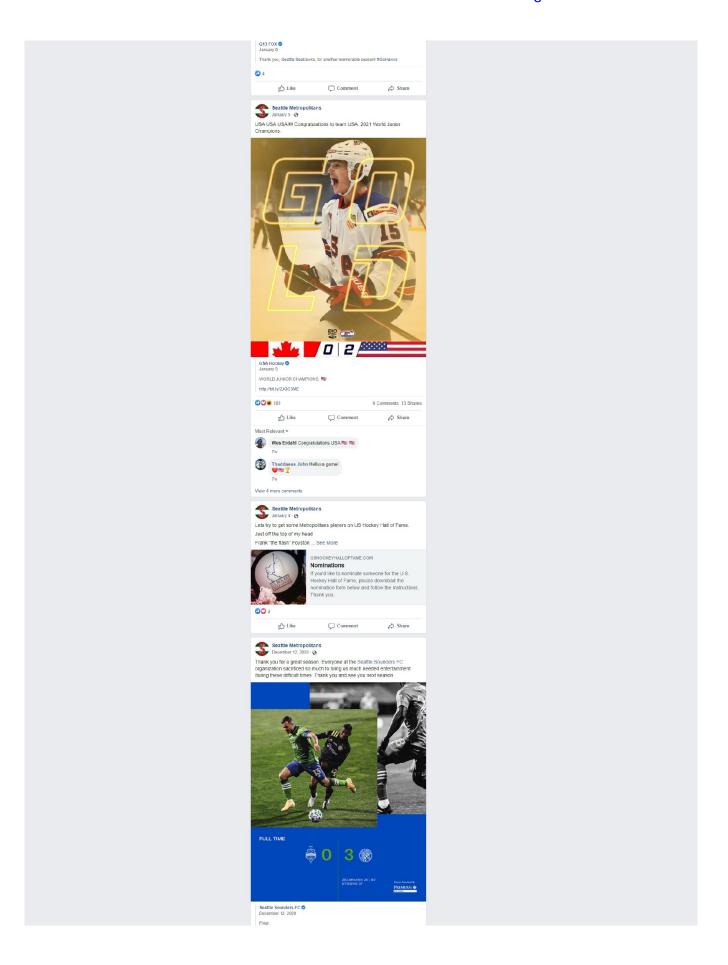
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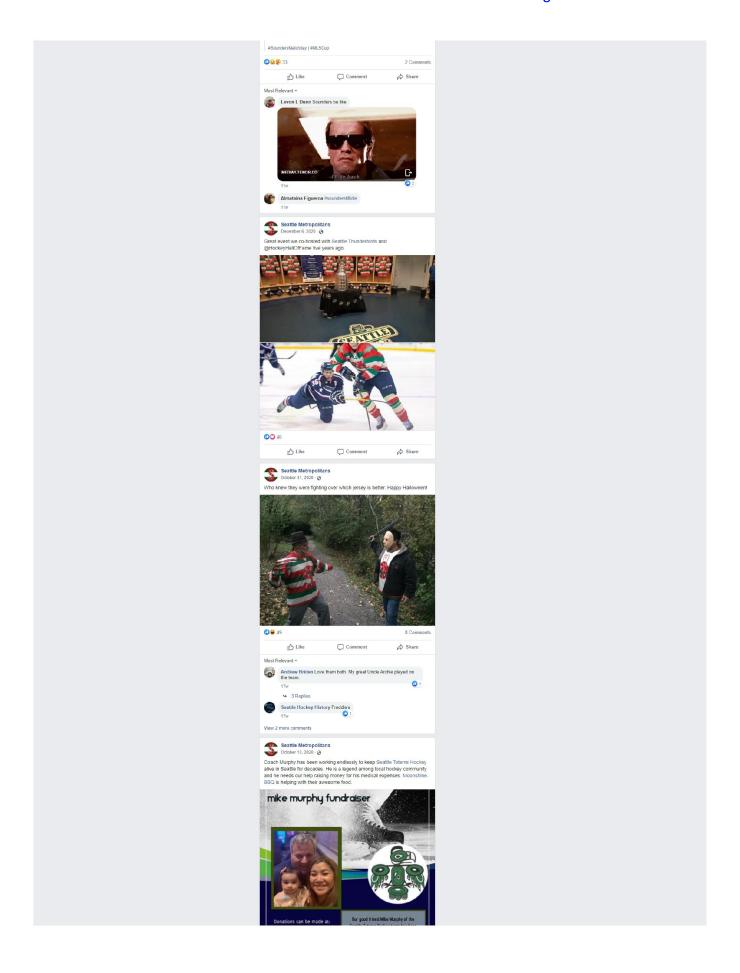
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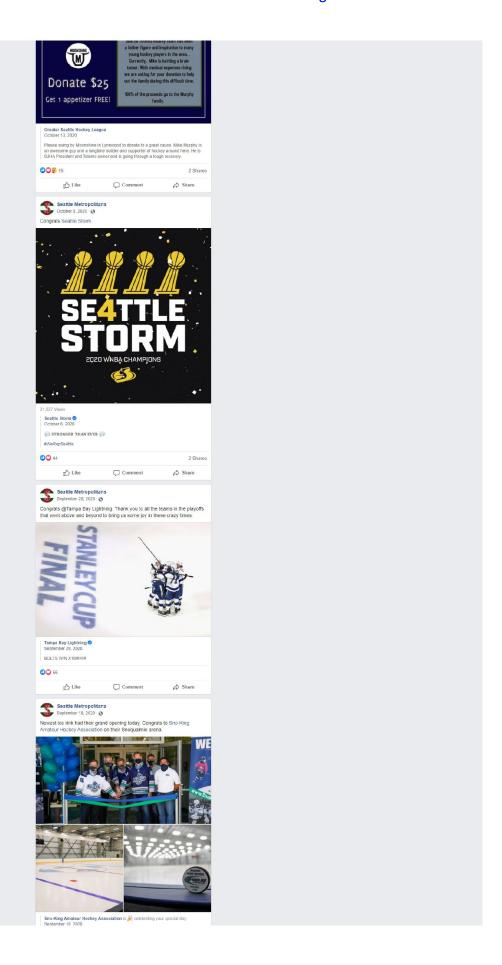


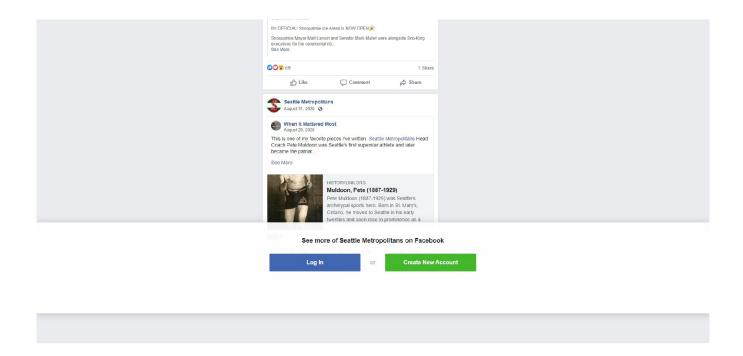






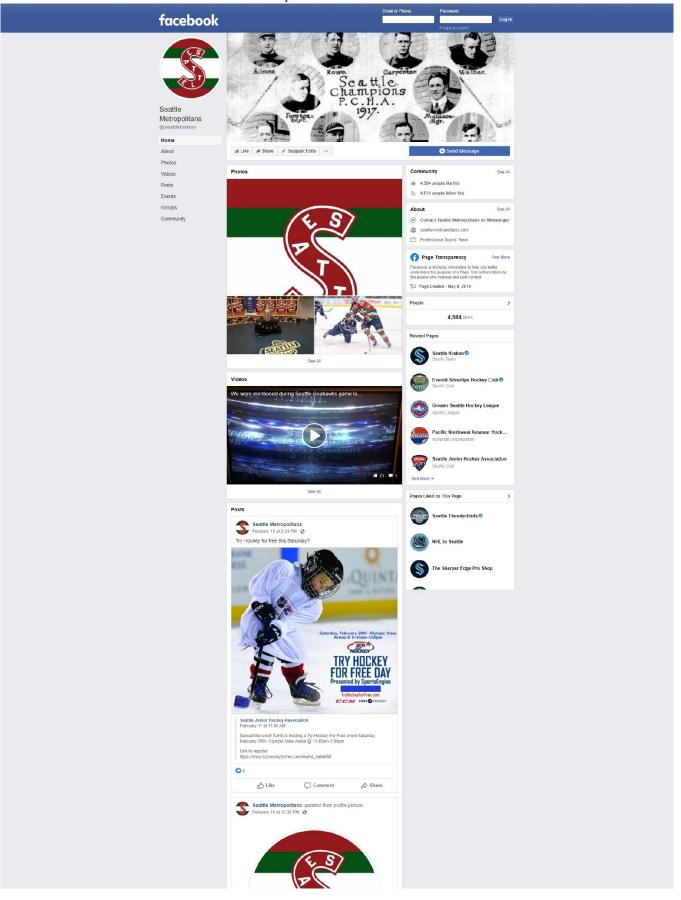


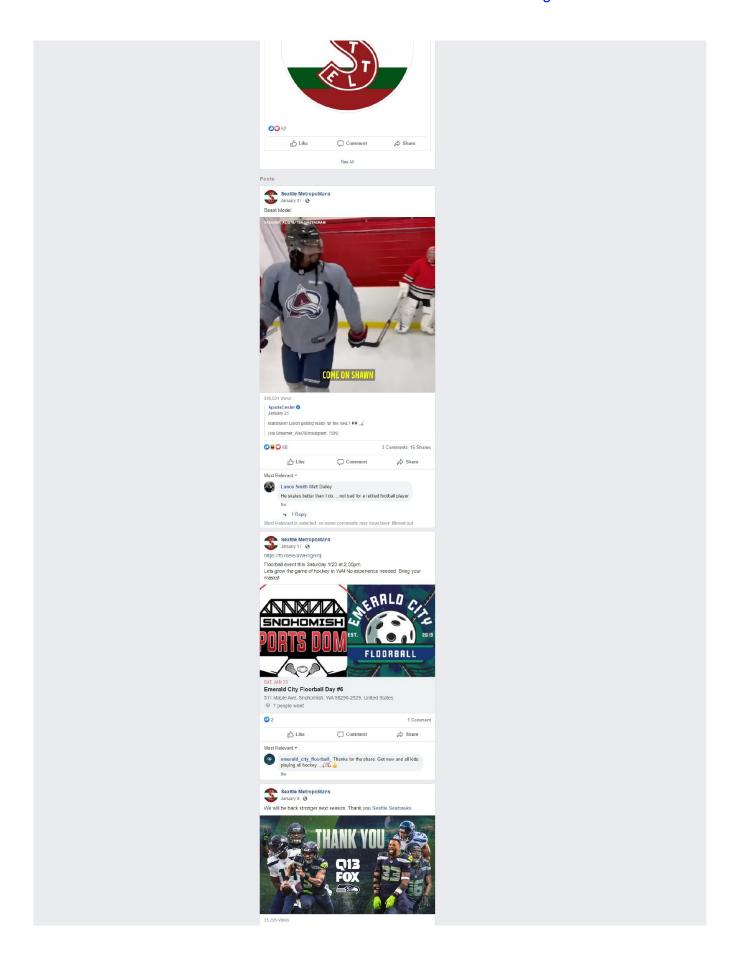


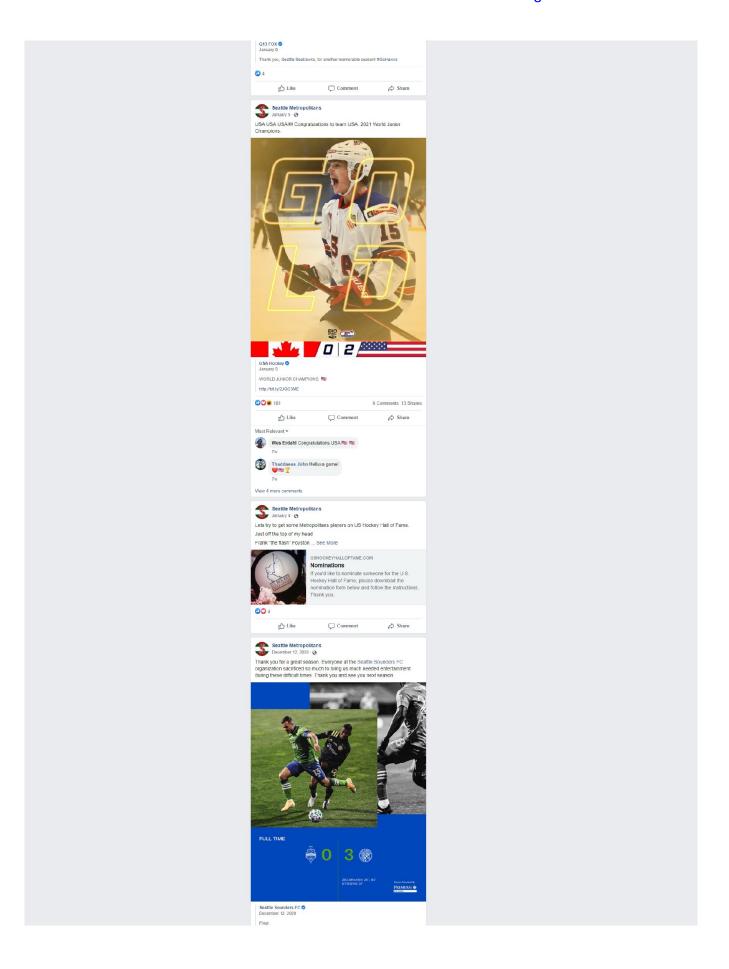


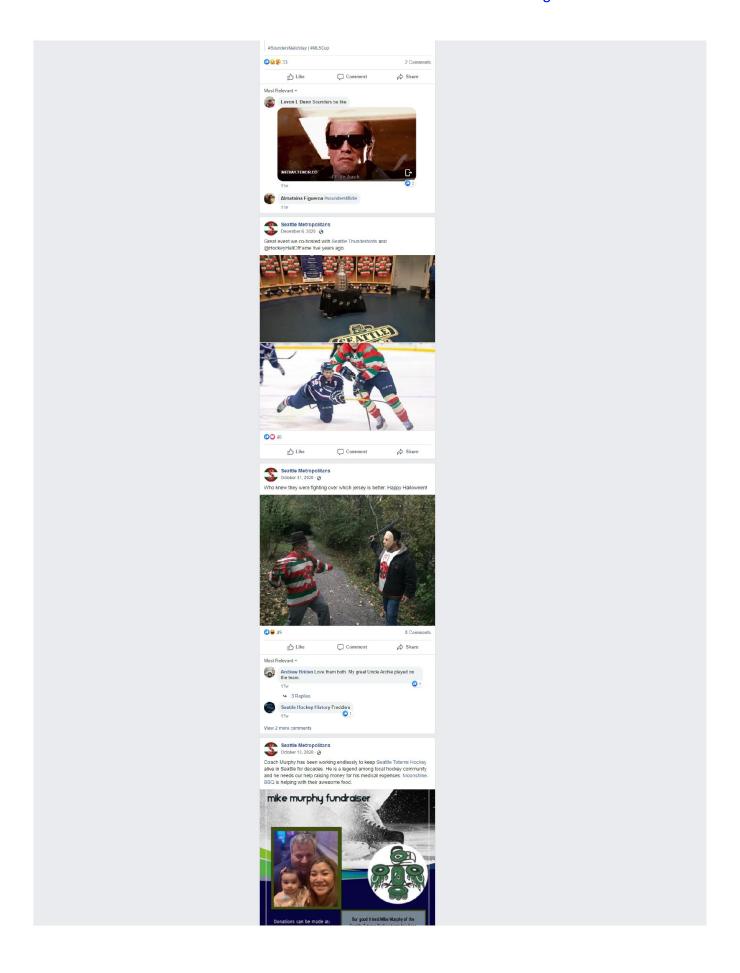
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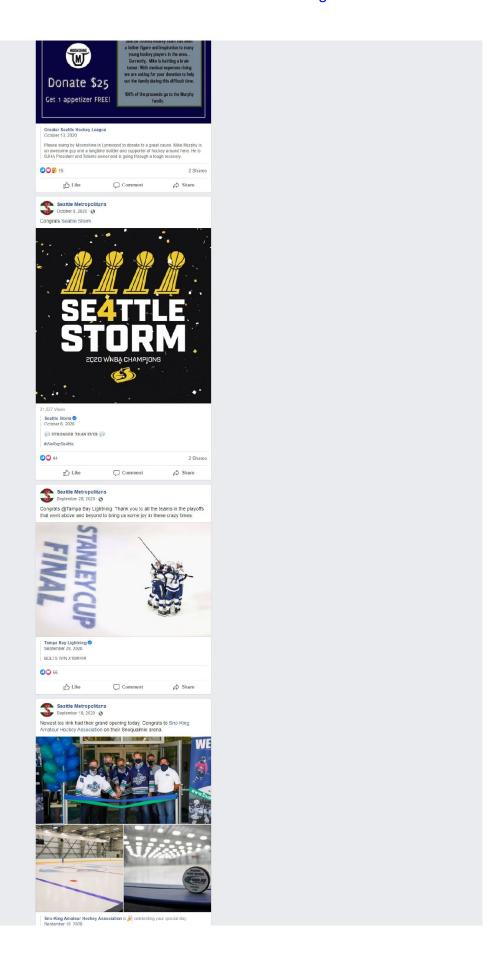












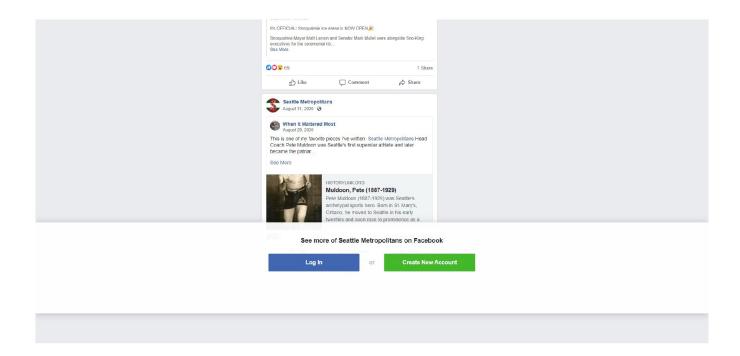
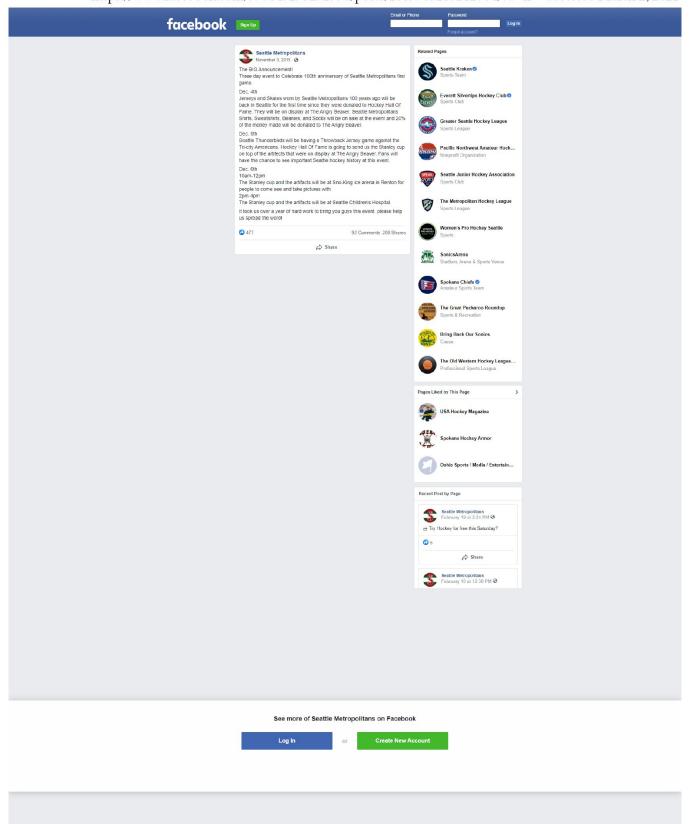
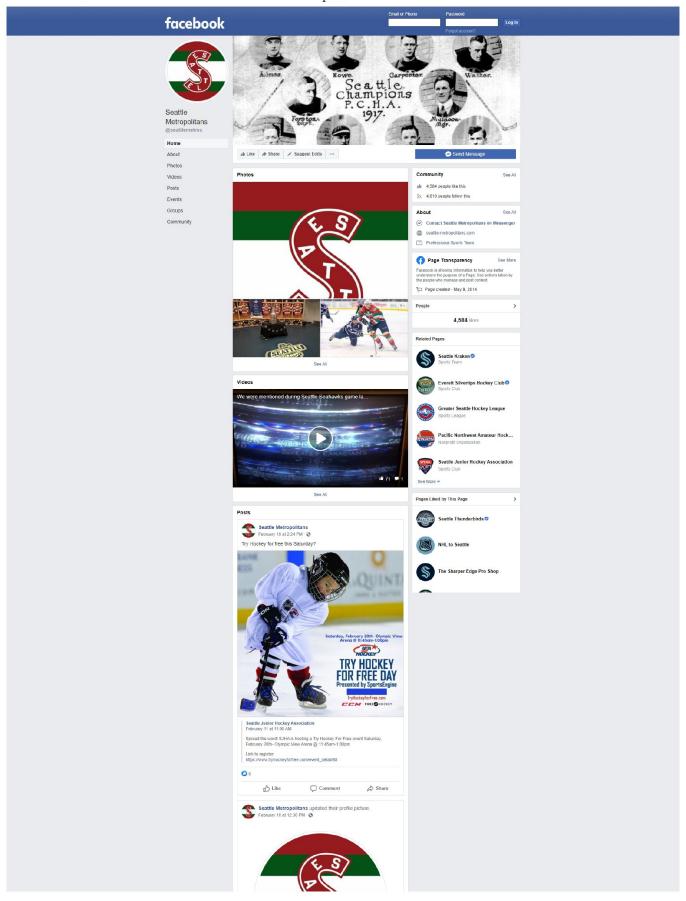
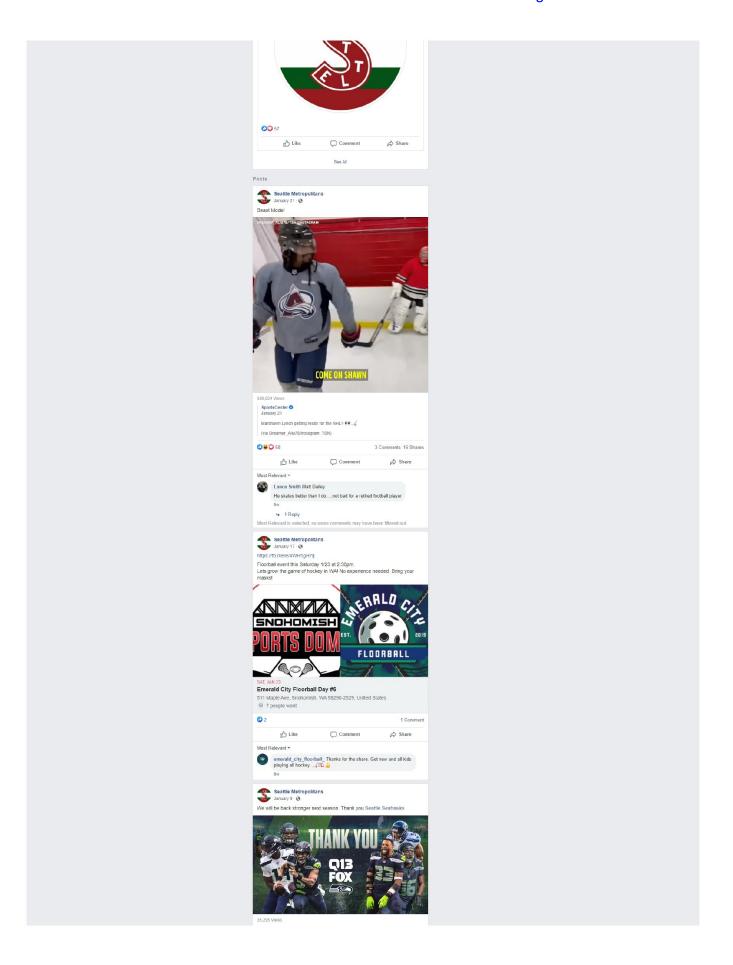


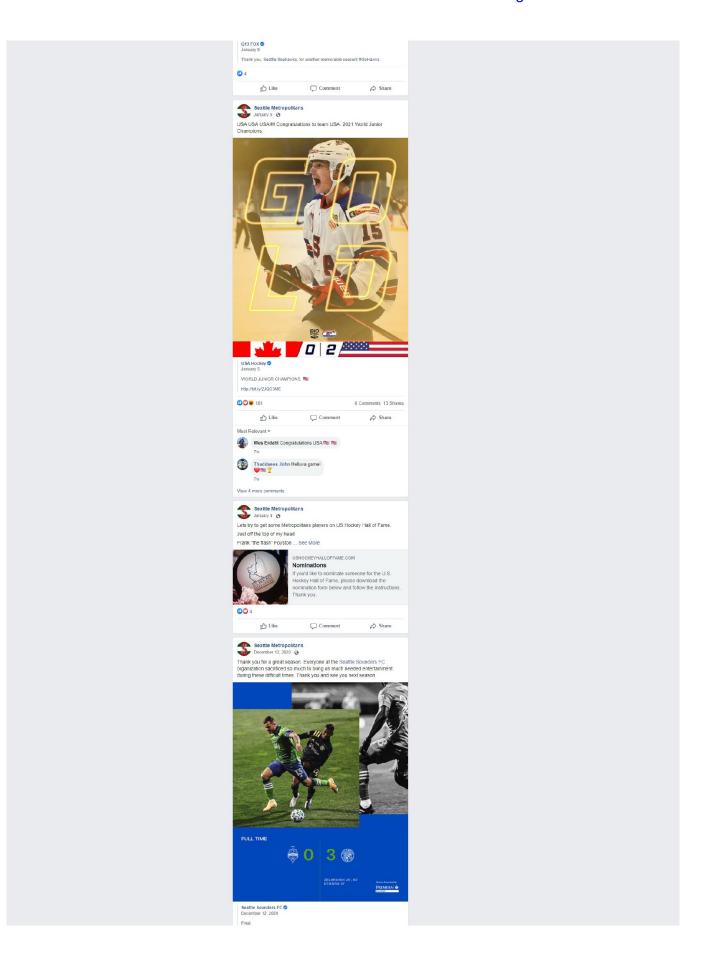
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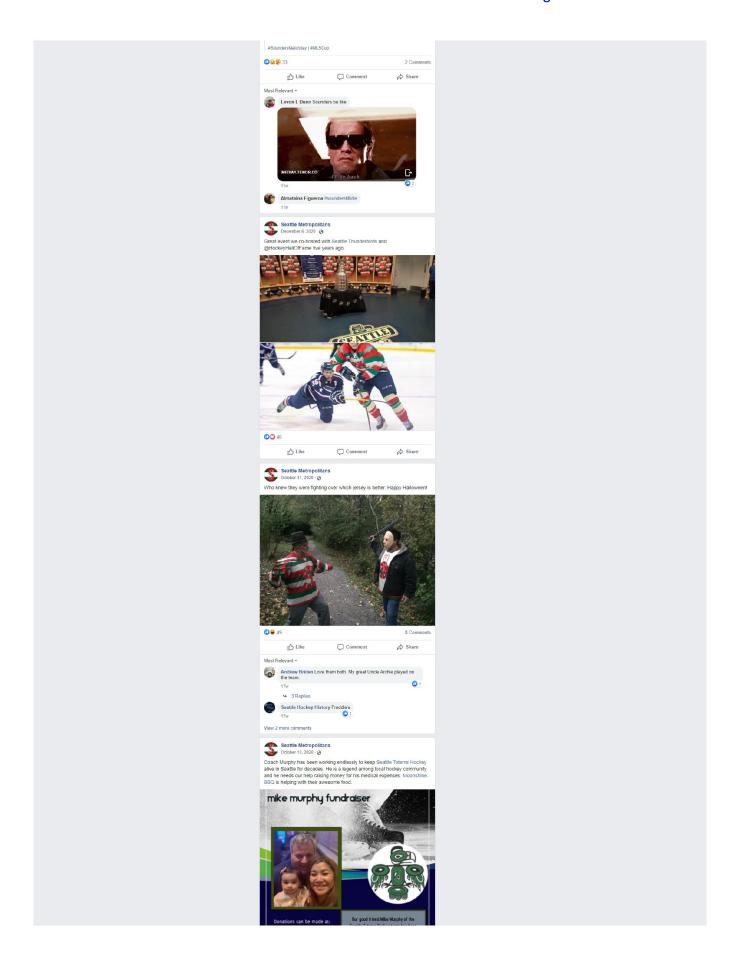
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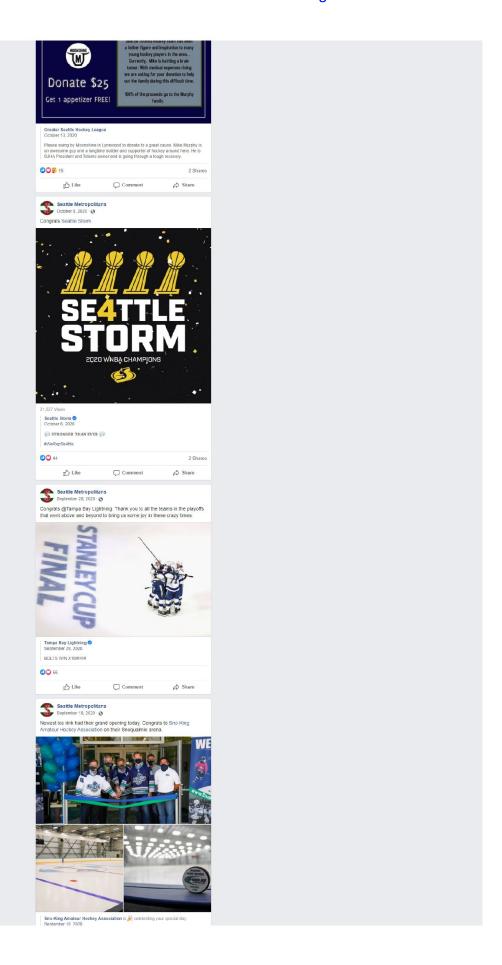


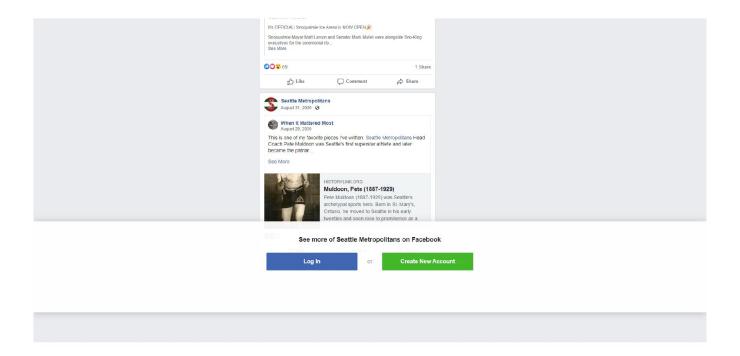






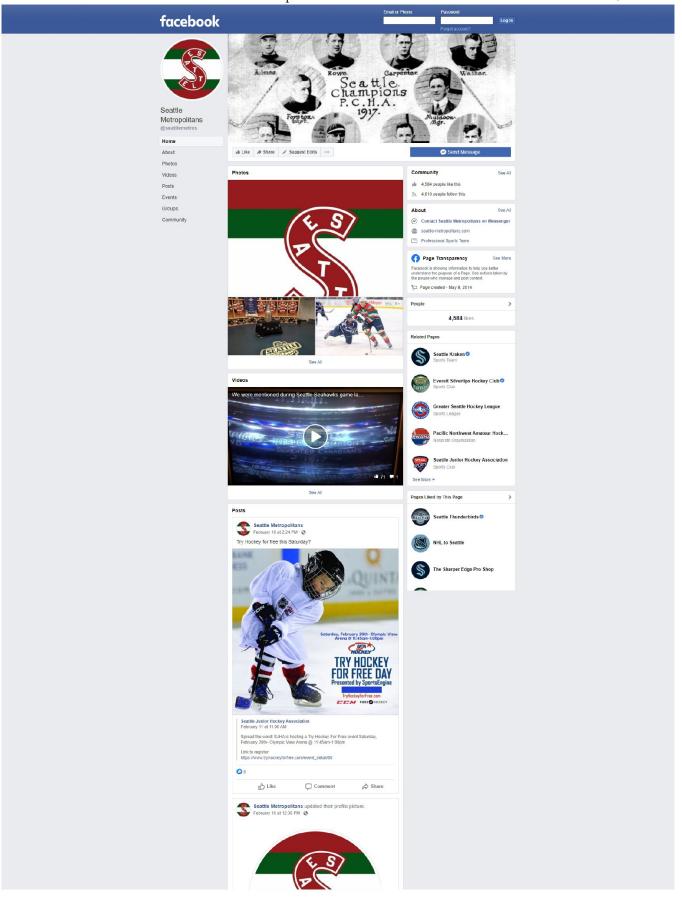


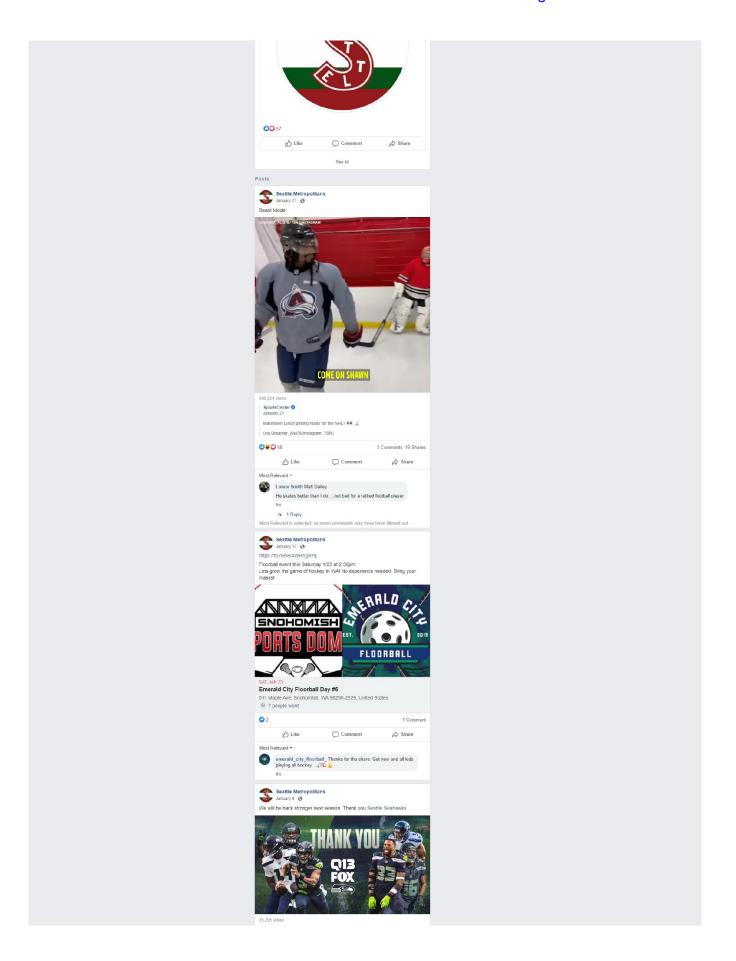


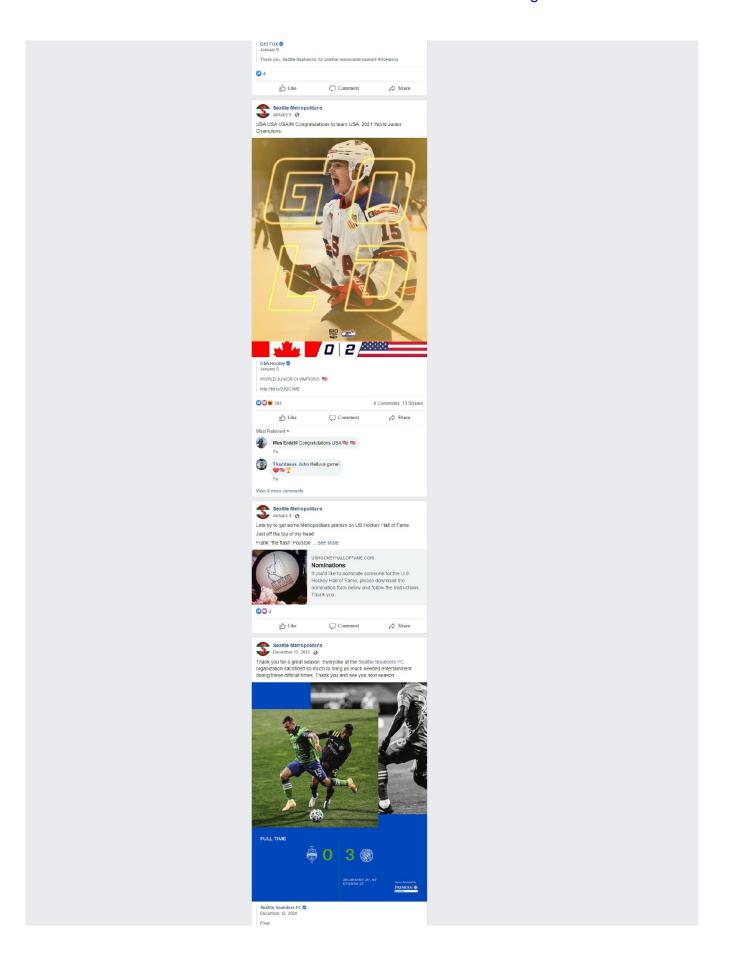


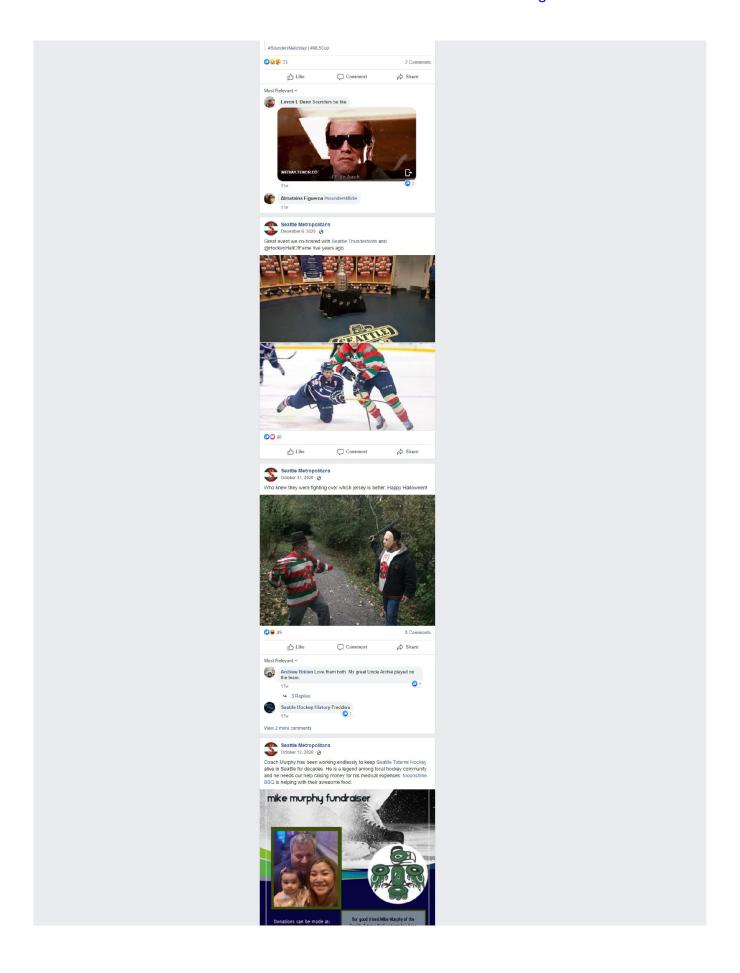
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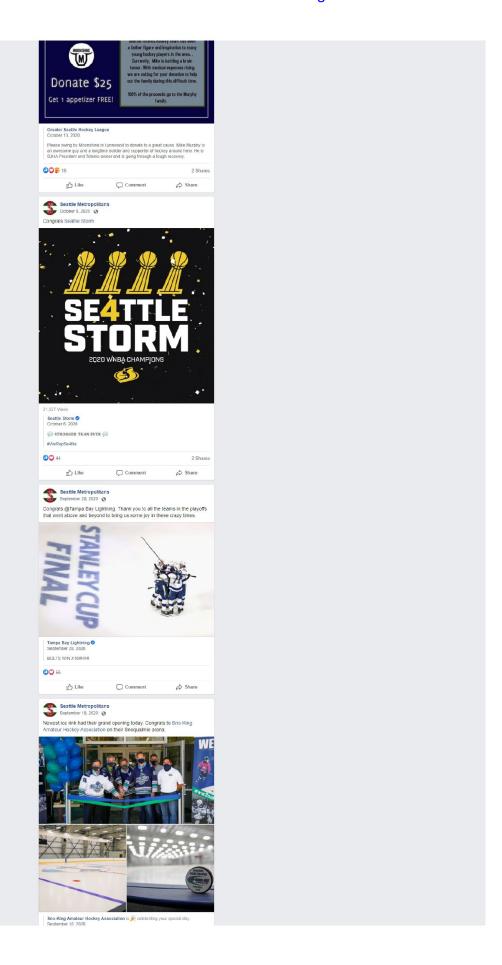












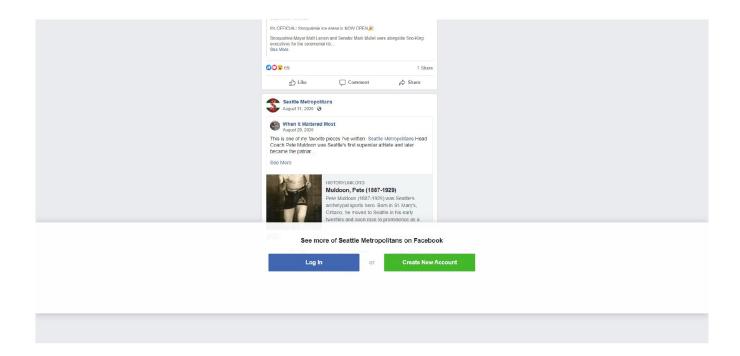


EXHIBIT I

Approved for use through 10/31/2024. OMB 0651-0009

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
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Trademark/Service Mark Application, Principal Register

Serial Number: 98331136 Filing Date: 12/26/2023

The table below presents the data as entered.

Input Field	Entered	
SERIAL NUMBER	98331136	
MARK INFORMATION		
*MARK	\\\TICRS\EXPORT18\\IMAGEOUT 18\\983\\311\\983\\3111\\APP0002.JPG	
SPECIAL FORM	YES	
USPTO-GENERATED IMAGE	NO	
LITERAL ELEMENT	S, SEATTLE	
COLOR MARK	NO	
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of the letter "S" containing the word SEATTLE running from the top of the letter to the bottom with the letters evenly spaced throughout. The letter "S" is solid with a solid line boarder.	
PIXEL COUNT ACCEPTABLE	NO	
PIXEL COUNT	165 x 149	
REGISTER	Principal	
APPLICANT INFORMATION		
*OWNER OF MARK	Seattle Metropolitans Hockey LLC	
*MAILING ADDRESS	10650 NE 9th Place, Unit 1226	
*CITY	Bellevue	
*STATE (Required for U.S. applicants)	Washington	
*COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States	
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	98004	
*EMAIL ADDRESS	XXXX	
LEGAL ENTITY INFORMATION		
ТУРЕ	limited liability company	
STATE/COUNTRY/REGION/JURISDICTION/U.S. TERRITORY WHERE LEGALLY ORGANIZED	Washington	
GOODS AND/OR SERVICES AND BASIS INFORMATION		
INTERNATIONAL CLASS	041	
	Museum services, namely, display of memorabilia and artifacts pertaining to an historical Seattle professional ice hockey team,	

*IDENTIFICATION	and providing a website featuring information regarding the history of this ice hockey team; conducting guided walking tours of a city and its landmarks; and organizing, arranging, and conducting of ice hockey games
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/04/2015
FIRST USE IN COMMERCE DATE	At least as early as 12/04/2015
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	<u>SPE0-9712675229-202312261 94301339461 Seattle_Met ropolitans_S_logo_specime n_Class_041.pdf</u>
CONVERTED PDF FILE(S) (13 pages)	\\\TICRS\EXPORT18\IMAGEOUT 18\\983\\311\\98331136\xml1\\APP0003.JPG
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	\\TICRS\EXPORT18\IMAGEOUT 18\\983\\311\\98331136\\xml1\\ APP0015.JPG
SPECIMEN DESCRIPTION	Screenshots from Applicant's website and Facebook page showing use of the mark in connection with the services
WEBPAGE URL	seattle-metropolitans.com/shop; https://www.facebook.com/seattlemetros
WEBPAGE DATE OF ACCESS	12/26/2023
WEBPAGE URL	None Provided
WEBPAGE DATE OF ACCESS	None Provided
ATTORNEY INFORMATION	

Case 2:23-cv-01989-JLR Document 15 Filed 02/26/24 Page 107 of 138

NAME	Mark V. Jordan	
ATTORNEY BAR MEMBERSHIP NUMBER	XXX	
YEAR OF ADMISSION	XXXX	
U.S. STATE/ COMMONWEALTH/ TERRITORY	XX	
FIRM NAME	Bracepoint Law, P.S.	
STREET	2775 Harbor Avenue SW, Suite D	
CITY	Seattle	
STATE	Washington	
COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States	
ZIP/POSTAL CODE	98126	
PHONE	206-212-0030	
EMAIL ADDRESS	mjordan@bracepointlaw.com	
OTHER APPOINTED ATTORNEY	Steve Edmiston	
RECOGNIZED CANADIAN ATTORNEY/AGENT	Mark V. Jordan	
CORRESPONDENCE INFORMATION		
NAME	Mark V. Jordan	
PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE	mjordan@bracepointlaw.com	
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)	trademark@bracepointlaw.com	
FEE INFORMATION		
APPLICATION FILING OPTION	TEAS Standard	
NUMBER OF CLASSES	1	
APPLICATION FOR REGISTRATION PER CLASS	350	
*TOTAL FEES DUE	350	
*TOTAL FEES PAID	350	
SIGNATURE INFORMATION		
SIGNATURE	/Mark V. Jordan/	
SIGNATORY'S NAME	Mark V. Jordan	
SIGNATORY'S POSITION	Attorney of record, Washington state bar member	
SIGNATORY'S PHONE NUMBER	206-212-0030	
DATE SIGNED	12/26/2023	
	Signed directly within the form	

PTO- 1478

Approved for use through 10/31/2024. OMB 0651-0009

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number

Trademark/Service Mark Application, Principal Register

Serial Number: 98331136 Filing Date: 12/26/2023

To the Commissioner for Trademarks:

MARK: S, SEATTLE (stylized and/or with design, see mark)

The literal element of the mark consists of S, SEATTLE. The applicant is not claiming color as a feature of the mark. The mark consists of the letter "S" containing the word SEATTLE running from the top of the letter to the bottom with the letters evenly spaced throughout. The letter "S" is solid with a solid line boarder.

The applicant, Seattle Metropolitans Hockey LLC, a limited liability company legally organized under the laws of Washington, having an address of

10650 NE 9th Place, Unit 1226 Bellevue, Washington 98004 United States XXXX

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 041: Museum services, namely, display of memorabilia and artifacts pertaining to an historical Seattle professional ice hockey team, and providing a website featuring information regarding the history of this ice hockey team; conducting guided walking tours of a city and its landmarks; and organizing, arranging, and conducting of ice hockey games

In International Class 041, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 12/04/2015, and first used in commerce at least as early as 12/04/2015, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) Screenshots from Applicant's website and Facebook page showing use of the mark in connection with the services.

Original PDF file:

SPE0-9712675229-202312261 94301339461_._Seattle_Met ropolitans_S_logo_specime n_Class_041.pdf

Converted PDF file(s) (13 pages)

Specimen File1

Specimen File2

Specimen File3

Specimen File4

Specimen File5

Specimen Files
Specimen File6

Specimen File7

Specimen File8

Specimen File9

Specimen File9

Specimen File10

Specimen File11

Specimen File12

Specimen File13

Webpage URL: seattle-metropolitans.com/shop; https://www.facebook.com/seattlemetros

Webpage Date of Access: 12/26/2023 Webpage URL: None Provided

Webpage Date of Access: None Provided

Case 2:23-cv-01989-JLR Document 15 Filed 02/26/24 Page 109 of 138

The owner's/holder's proposed attorney information: Mark V. Jordan. Other appointed attorneys are Steve Edmiston. Recognized Canadian attorney(s)/agent(s) is/are Mark V. Jordan. Mark V. Jordan of Bracepoint Law, P.S., is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

2775 Harbor Avenue SW, Suite D Seattle, Washington 98126 United States 206-212-0030(phone) mjordan@bracepointlaw.com

Mark V. Jordan submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current Correspondence Information:

Mark V. Jordan

PRIMARY EMAIL FOR CORRESPONDENCE: mjordan@bracepointlaw.com SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): trademark@bracepointlaw.com

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the applicant owner/holder and the applicant owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$350 has been submitted with the application, representing payment for 1 class(es).

Declaration

V Basis:

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce and was in use in commerce as of the filing date of the application on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application and was used on or in connection with the goods/services in the application as of the application filing date; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce and had a bona fide intention to use the mark in commerce as of the application filing date on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Mark V. Jordan/ Date: 12/26/2023

Signatory's Name: Mark V. Jordan

Signatory's Position: Attorney of record, Washington state bar member

Signatory's Phone Number: 206-212-0030

Signature method: Signed directly within the form

Payment Sale Number: 98331136 Payment Accounting Date: 12/26/2023

Serial Number: 98331136

Internet Transmission Date: Tue Dec 26 20:06:58 ET 2023

TEAS Stamp: USPTO/BAS-XX.XXX.XXX.XXX-2023122620065999

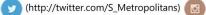
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C-06585124-20231226194301339461









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SNAPBACK HAT

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SOCKS

\$20.00









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JERSEY	JERSEY-WHITE	SOCKS (GREEN)	SEATTLE GIRLS TEAM SHIRT
JENOLI	JENOE I - WILLIE	JUUNJ (UNLLN)	SLATTLL UINLS TLAM SHIKT

\$165.00 \$165.00 \$20.00 \$25.00

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FLAG

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TEAM (HTTP://SEATTLE-METROPOLITANS.COM/TEAM) RESULTS (HTTP://SEATTLE-

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seattle-metropolitans.com/shop 2/3

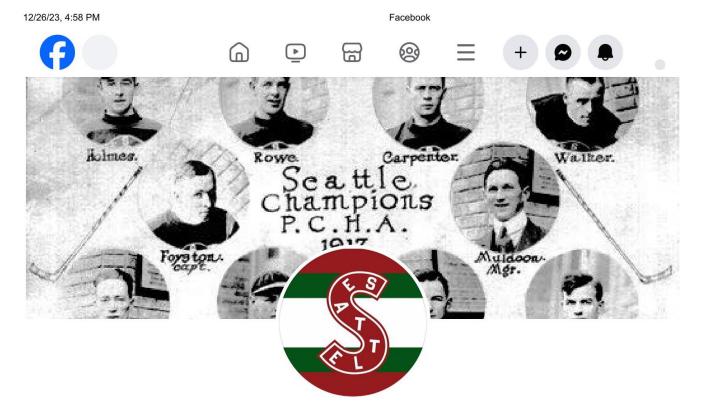
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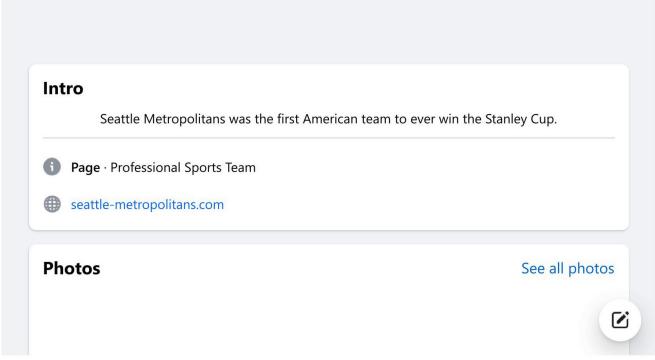
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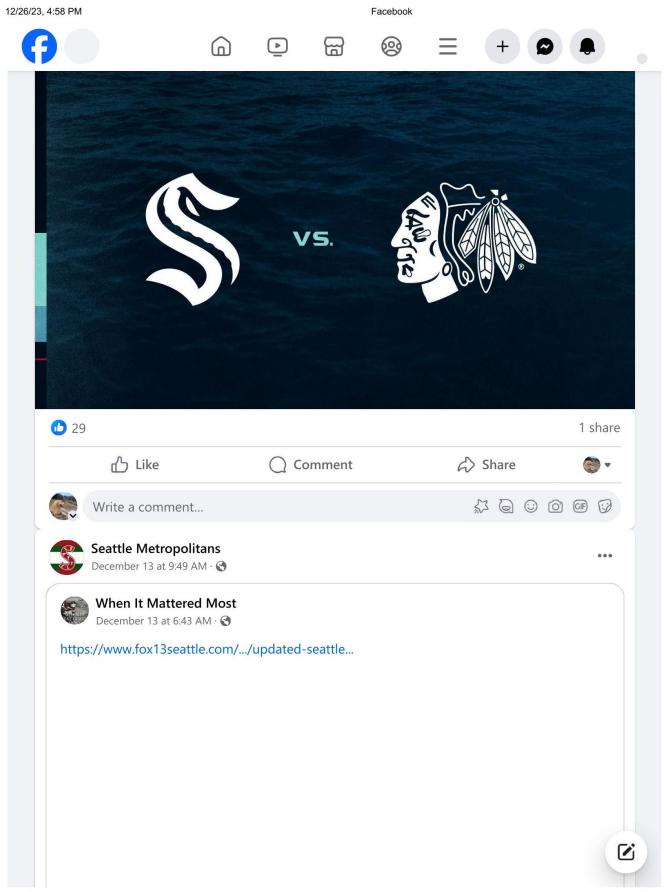


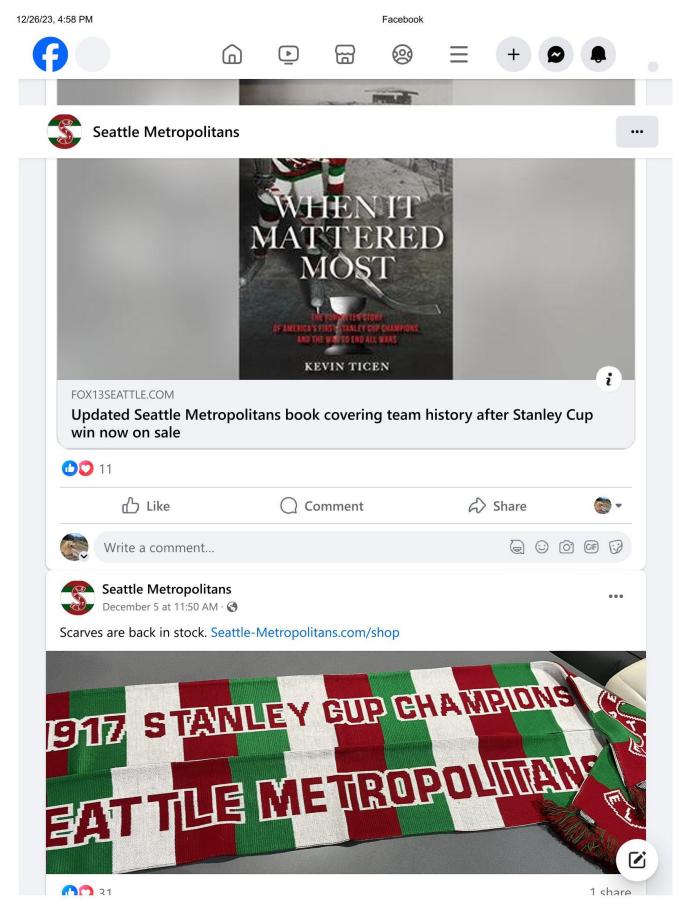


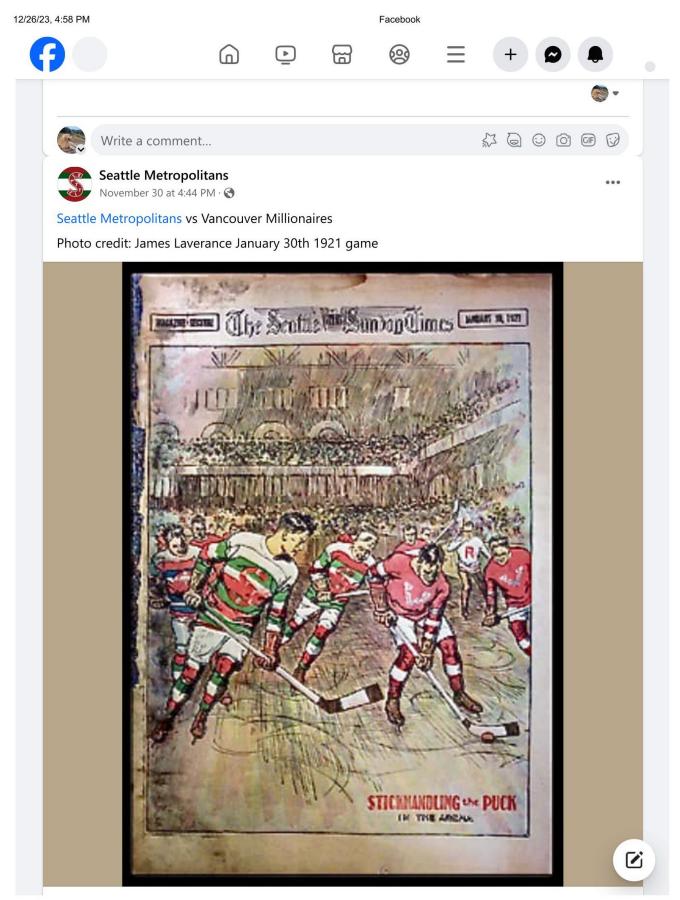
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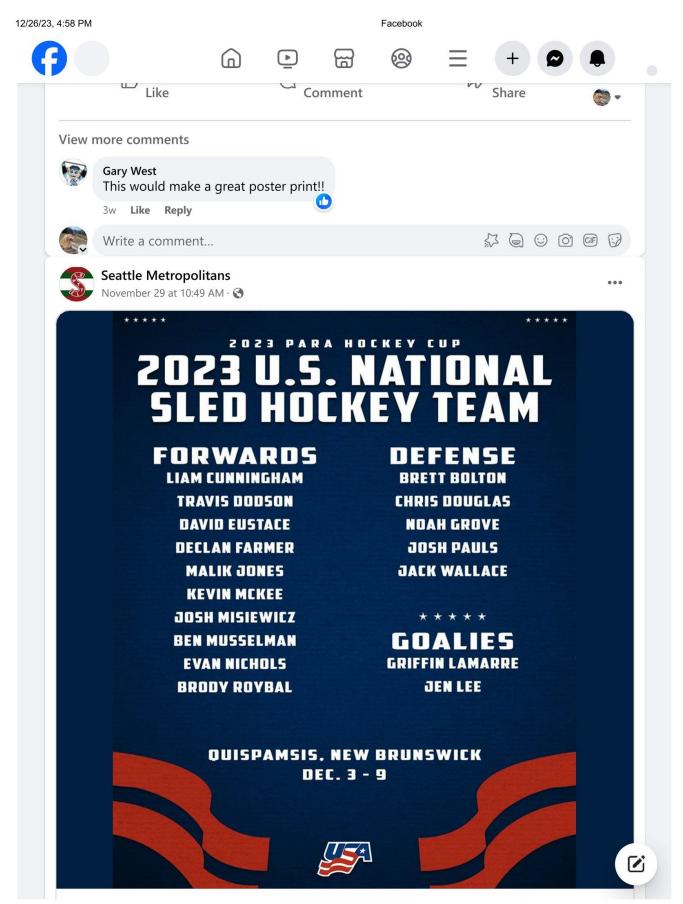
Fun fact for the game tonight. Our coach Pete Muldoon was Chicago Blackhawks first ever coach

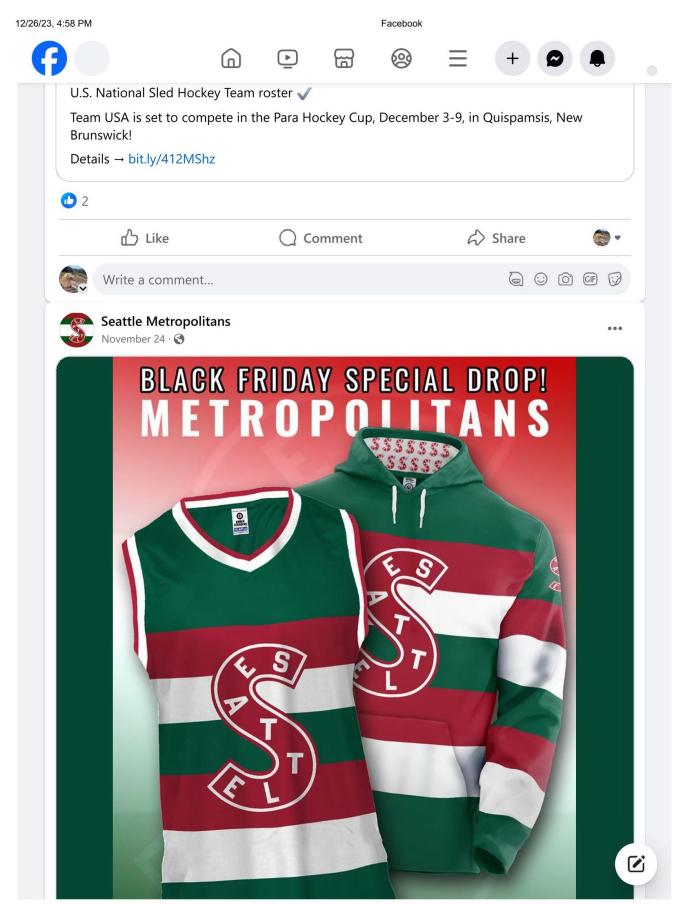


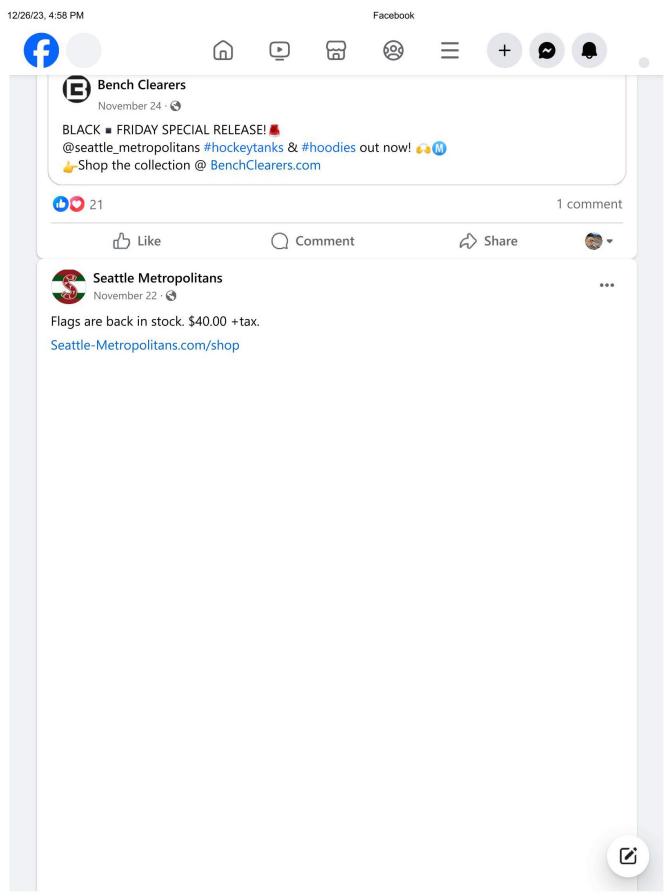




















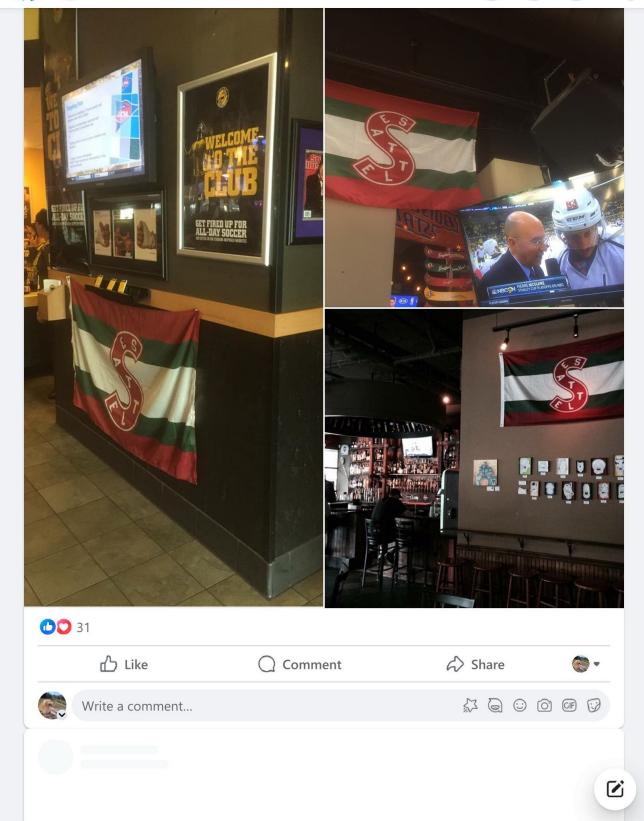












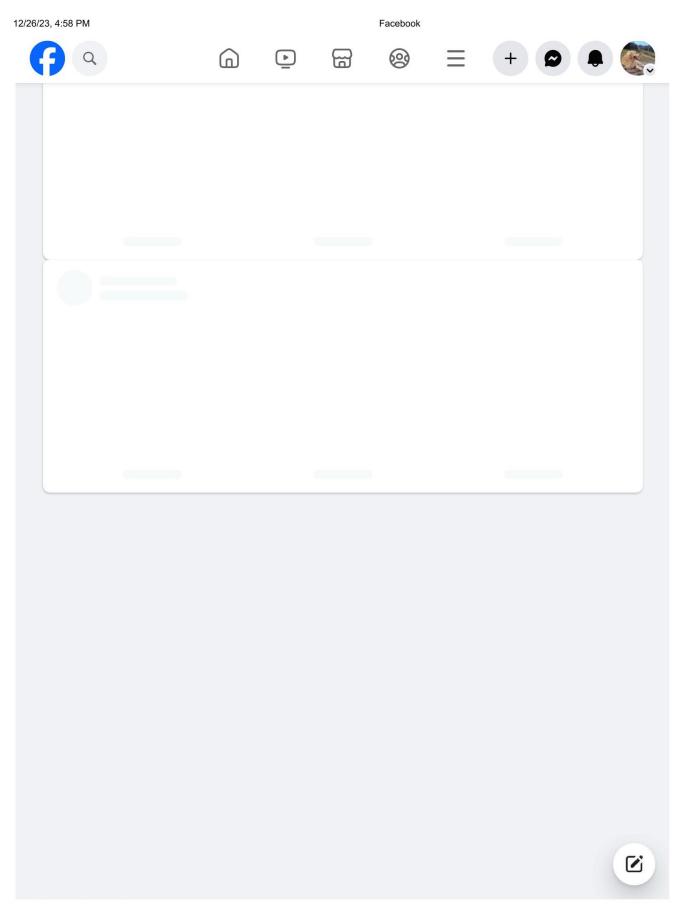
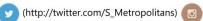


EXHIBIT J







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SNAPBACK HAT

CHEST LOGO BLACK T

\$25.00

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metropolitans.com/shop/shirts/etriogiaditans.com/shop/hats/searphaditans.com/shop/shirts/etriogiaditans.com/shop/ot hockey-town-usa) hat-black) logo-black)

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SOCKS

\$20.00











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JENOLI	JENOE I - WILLIE	JUUNJ (UNLLN)	SLATTLL UINLS TLAM SHIKT

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pre-order-delivered- white) green) girls-team-shirt)

august-1st-2022)

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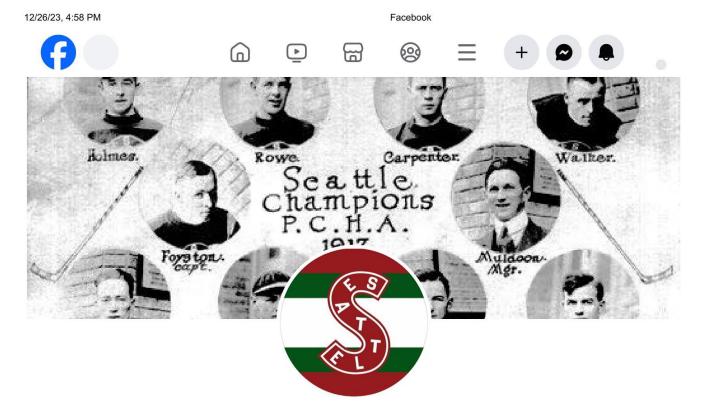
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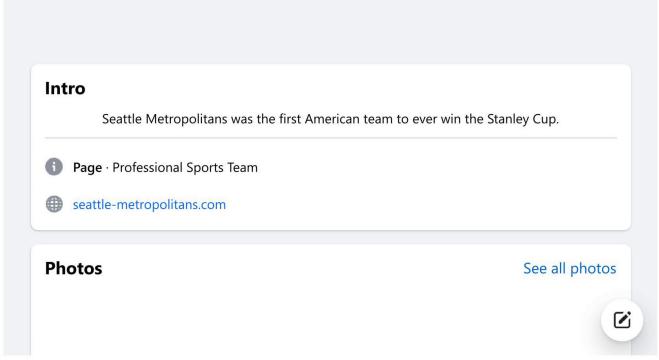
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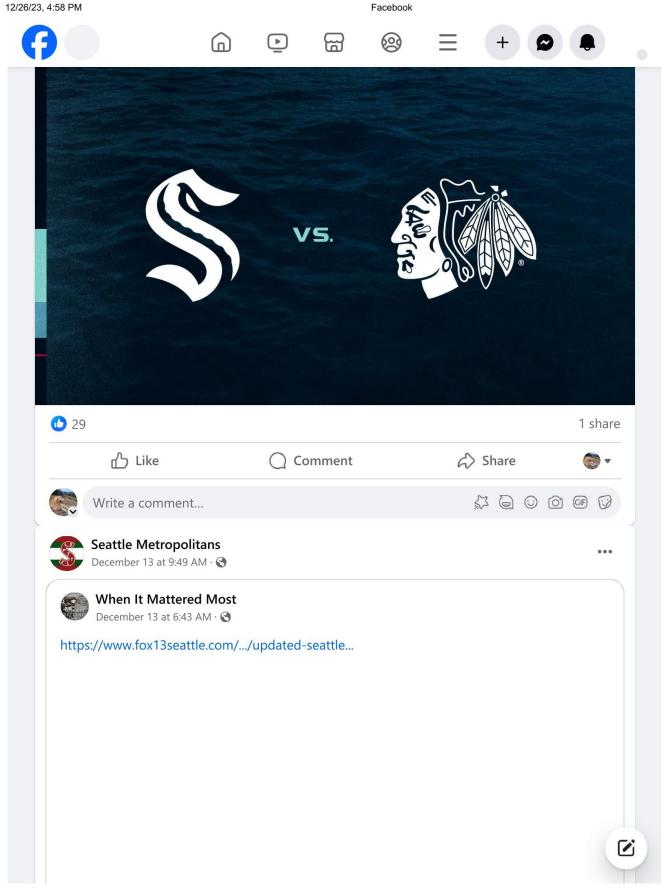




...

Fun fact for the game tonight. Our coach Pete Muldoon was Chicago Blackhawks first ever coach





12/26/23, 4:58 PM Facebook • **Seattle Metropolitans** KEVIN TICEN FOX13SEATTLE.COM Updated Seattle Metropolitans book covering team history after Stanley Cup win now on sale **11** Like Share Comment Write a comment... **Seattle Metropolitans** December 5 at 11:50 AM · 🕙 Scarves are back in stock. Seattle-Metropolitans.com/shop STANLEY GUP CHAMPION TLE METROPOL **?** 21

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